

(WASHINGTON MORTGAGE)

THIS MORTGAGE, made this 18th day of June, 1958, by and between GEORGE E. BALSIGER and ELIZABETH BALSIGER, husband and wife now and at all times since prior to acquiring title to the real property hereinafter described,

of Underwood, County of Skamania, State of Washington, hereinafter called "mortgagor(s)," and THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee."

WITNESSETH:

The mortgagor(s) hereby mortgage(s) to the mortgagee, its successors and assigns, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

Lot 2 of the Townsite of Underwood, as laid out and platted, EXCEPTING however from said Lot 2 the following described parcel: Beginning at the southeast corner of said Lot 2; thence westerly along the south line of said Lot 2, three feet and ten inches; thence in a northerly direction in a straight line to the northeast corner of said Lot 2; thence southerly along the east line of said Lot 2 to the place of beginning.

ALSO that part of Lot 3 of the Townsite of Underwood, as laid and platted, as follows: Beginning at the southeast corner of said Lot 3; running thence in a westerly direction along the south line of said Lot 3, three feet and ten inches; thence in a northerly direction in a straight line to the northeast corner of said Lot 3; thence in a southerly direction, along the east line of said Lot 3 to the place of beginning.

EXCEPT that portion of the real estate conveyed to the State of Washington for highway purposes by deed dated June 14, 1946, and recorded July 31, 1946, at Page 147 of Book 31 of Deeds, described as follows: "All that portion ... lying and being southwesterly of a line drawn parallel with and 50 feet distant northeasterly, when measured at right angles, from the center line survey of the said highway (Primary State Highway No. 8)."

TOGETHER with all right and interest therein, now owned or hereafter acquired, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including, but not limited to, all heating, plumbing, lighting and ventilating apparatus, appliances or fixtures in or about any building now located on said premises or hereafter placed thereon, together with any and all renewals, betterments, additions or substitutions thereto, all of which said apparatus, appliances or fixtures are deemed by and between the parties hereto to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of Fifteen Thousand and No/100----- Dollars (\$15,000.00), together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgagor in favor of the mortgagee, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgagor(s) to the mortgagee of such additional sums of money as may hereafter be loaned or advanced by the mortgagee to or for the account of mortgagor(s), including any renewals or extensions thereof, it being provided, however, that the unpaid principal balances of all loans or advances made by the mortgagee to or for the account of mortgagor(s) which are to be secured hereby shall not at any one time exceed the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgagor(s) to the mortgagee; it being further provided that nothing herein contained shall be construed as obligating or shall obligate the mortgagee to make any such future loans or advances.

The mortgagor(s) covenant and agree with the mortgagee that mortgagor(s) will:

(1) Forever warrant the title to all of the said premises to be free and clear of all liens and encumbrances other than this mortgage, and will execute and deliver any further necessary assurances of title thereto;

(2) Promptly pay the principal and interest of said indebtedness in accordance with the terms of said promissory note or notes or any renewals or extensions thereof;

(3) Pay and discharge, as the same become due and payable, and prior to delinquency, all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those hereinabove specified, which are now or may hereafter be levied or assessed against or become liens upon the above described premises or any part thereof, or upon this mortgage or the money or debt secured hereby, until all of the said indebtedness secured by these presents is fully paid and satisfied;

(4) Maintain, preserve and keep all of the property mortgaged hereunder in good order and repair and will not commit waste;

(5) Keep the mortgaged property continually insured against loss or damage by fire to the full insurable value thereof in a reliable insurance company or companies satisfactory to the mortgagee, and cause all of said policies to be endorsed and assigned to and deposited with mortgagee; pay all premiums thereon as the same become due and payable, and cause to be attached to said policies loss payable clauses in favor and upon forms acceptable to mortgagee and any money received by or paid to mortgagee on account of said policies may be applied by it at its option either toward the payment of the then outstanding indebtedness or toward the replacing or restoring of the mortgaged premises.

In the event of a breach of any of the aforesaid agreements or covenants, the mortgagee, its successors or assigns, may, but shall not be obligated to pay any sums or perform any acts necessary to remedy such breach, and all sums so paid and expenses incurred in such performance shall be repaid on demand of the mortgagee, with interest at the rate of ten per cent (10%) per annum from the date of such payment, and all such payments shall be secured by this mortgage.

In the event of a breach of any of the covenants or agreements contained in said promissory note or notes or in this mortgage, then the entire indebtedness hereby secured shall at the option of the mortgagee become immediately due and payable without notice, and this mortgage may be foreclosed; and in any foreclosure of this mortgage a deficiency judgment may be taken by the mortgagee, its successors or assigns, for any balance of the judgment, interest and costs, that may remain unsatisfied after the foreclosure sale of said mortgaged property.

In any suit or other proceeding for the recovery of said indebtedness, the foreclosure of this mortgage or for the protection of the lien of this mortgage, the mortgagor agree to pay a reasonable attorney's fee, together with a reasonable sum for searching records and abstracting the same, which sums shall be secured hereby.

This mortgage and the covenants and conditions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Time is of the essence of this mortgage.

their ----- IN WITNESS WHEREOF, the mortgagor(s) have hereunto set hands and seals the day and year first above written.

George E. Balsiger

Elizabeth S. Balsiger