

MORTGAGE

The Mortgagors. FRITZ W. TIETZ and VELMA I. TIETZ, husband and wife

of Washougal, Washington

Hereby mortgage to Clarke County Savings and Loan Association, a Washington corporation, the following described real property situated in ~~Clark~~ County, State of Washington, to-wit:

Skamania

Beginning at a point which is an iron pipe in the centerline of a 30 foot road, said pipe being 198.4 feet south and 159 feet west of the section corner common to sections 31 and 32, Township 2 North, Range 5 E.W.M. and Sections 5 and 6, Township 1 North, Range 5 E.W.M.; thence south 02° east 351.9 feet to an iron pipe on the river bank; thence following the meanderings of Washougal River north 31° 22' west 344 feet to a point; thence north 42° 05' west 192 feet to a point; thence north 51° 25' west 106.1 feet to a point; thence north 64° 59' west 174 feet to a point; thence south 67° 54' west 160.1 feet to a point in the centerline of the bridge over the Washougal River; thence following the centerline of the highway north 08° 31' east 137.8 feet to a point in the road intersection; thence following the centerline of the county road north 48° 05' east 389.2 feet to an iron pipe at the intersection of a 30 foot road; thence following the centerline of said 30 foot road south 66° 24' east 132.1 feet to a point; thence south 40° 41' east 171.7 feet to a point; thence south 05° 17' east 200.2 feet to a point; thence south 34° 42' east 216.4 feet to the place of beginning, containing 5.15 acres.

and all interest or estate therein that the mortgagors may hereafter acquire, together with the appurtenances, and all awnings, window shades, screens, mantles, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus, furnace and heating systems, water heaters, burners, fuel storage bins and tanks and irrigation systems, and all built-in mirrors, ovens, cooking ranges, refrigerators, dishwashers and cupboards and cabinets, and all trees, gardens and shrubbery, and other like things and matters, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, all of which shall be construed as a part of the realty.

All to secure the payment of the sum of **TWENTY ONE THOUSAND THREE HUNDRED and NO/100-** - - - -

----- (\$ 21,300.00) Dollars.

with interest thereon, and payable in monthly installments of \$ 177.00 each, month

beginning on the 10th day of September, 19 59, and payable on the 10th day of each month thereafter, according to the terms and conditions of one certain promissory note bearing even date herewith.

This mortgage lien shall continue in force and exist as security for any and all other advances which may hereafter be made by the Mortgagee to the Mortgagor, and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgagor to the Mortgagee.

The Mortgagors hereby (jointly and severally if more than one) covenant and agree with the Mortgagee as follows:

That the Mortgagors have a valid, unincumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all person whomsoever.

That the Mortgagors will during the continuance of this mortgage, permit no waste or strip of the mortgaged premises and will keep the buildings and appurtenances on said property in good state of repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for in said note, or any sum due under this mortgage, or breach of any covenant or agreement herein contained, then the entire debt secured by this mortgage shall, at the election of the Mortgagee, become immediately due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagee may, without waiver of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest thereon at 10% per annum shall become immediately payable to the Mortgagee and shall be secured by this mortgage. Any payments made by the Mortgagors upon the indebtedness secured by this mortgage may be applied as the Mortgagee may elect either upon the amount which may be due upon said promissory note or upon any amount which may be due under the provisions of this mortgage.

That the Mortgagors will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagee may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the Mortgagee and for the protection of the latter, and that the Mortgagors will cause all insurance policies to be suitably endorsed and delivered to the Mortgagee, together with receipts showing payment of all premiums due therefor, and that the Mortgagors will keep no insurance on said building other than as stated herein. That it shall be optional with the Mortgagee to name the company or companies and the agents thereof by which the insurance shall be written, and to refuse acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgagors; but in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against. That the Mortgagee is authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the Mortgagors and their assigns and the Mortgagee.

