

**REAL ESTATE MORTGAGE**  
SHORT FORM  
FOR WESTERN WASHINGTON

THE MORTGAGOR S **DALE EUGENE COLLINS and BETTY JEAN COLLINS,**  
husband and wife,

hereinafter referred to as the mortgagor, mortgages to **JACK M. SCHMIDT and LEE KELSON,** doing business  
as **Columbia Loggers Supply**

the following described real property situate in the county of **Skamania**, State of Washington:

A tract of land located in the **James M. Findley D.L.C.** in Section 36, Town-  
ship 3 North, Range 8 E.W.M., described as follows:

Beginning at a point marking the intersection of the northerly right of  
way line of Primary State Highway No. 8, as now constructed and located,  
with the west line of the Harold W. McNeel property described in deed da-  
ted September 30, 1949, and recorded at page 560 of Book 32 of Deeds, Re-  
cords of Skamania County, Washington; thence south 61° 51' east 560 feet  
to a point on the northerly line of said highway and the initial point of  
the tract hereby described; thence north 25° east 220 feet; thence south  
65° east 350 feet; thence south 25° west to the northerly line of said  
highway; thence in a northwesterly direction following the northerly line  
of said highway to the initial point; TOGETHER WITH water rights, and  
SUBJECT TO water pipeline easement.

together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, heating, cooling,  
ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection  
with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of  
**ONE THOUSAND THREE HUNDRED FIFTY and 63/100 - - - - (\$1,350.63) - - - -** dollars  
with interest from date until paid, according to the terms of **one** certain promissory note bearing  
even date herewith.

The mortgagor covenants and agrees with the mortgagee as follows: that he is lawfully seized of the prop-  
erty in fee simple and has good right to mortgage and convey it; that the property is free from all liens and  
incumbrances of every kind; that he will keep the property free from any incumbrances prior to this mortgage;  
that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt  
thereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to  
the mortgagee; that he will not permit waste of the property; that he will keep all buildings now or hereafter  
placed on the property in good order and repair and unceasingly insured against loss or damage by fire to the  
extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit,  
and will deliver to mortgagee the policies, and renewals thereof at least five days before expiration of the old  
policies.

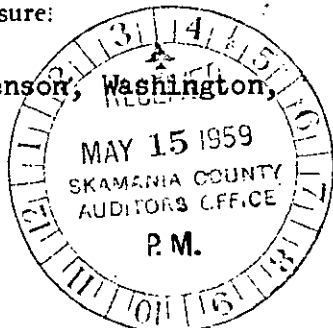
Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee may  
perform the same and may pay any part or all of principal and interest of any prior incumbrance or of insur-  
ance premiums or other charges secured hereby, and any amount so paid, with interest thereon at the highest  
legal rate from date of payment shall be repayable by the mortgagor on demand, and shall also be secured by  
this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof.  
The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the prop-  
erty, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured,  
or in the performance of any of the covenants or agreements herein contained, then in any such case the remain-  
der of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of  
the mortgagee become immediately due without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or  
in any suit which the mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof,  
the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with  
such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in  
any decree of foreclosure:

Dated at **Stevenson, Washington,**

this **1st** day of April, 1958.



*Dale Eugene Collins* (SEAL)

*Betty Jean Collins* (SEAL)