## REAL ESTATE MORTGAGE

SHORT FORM
FOR WESTERN WASHINGTON

THE MORTGAGORS

LYLE G. VAN CAMP and NANCY M. VAN CAMP, husband and wife.

hereinafter referred to as the mortgager, mortgages to LEE KELSON and JACK M. SCHMIDT, a partnership 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 Northeast Quarter ( $NE_{+}^{1}$ ) of Section 25, Township 3 North, Range 7 E. W. M., described as follows:

Beginning at a point on the north line of said Section 25 west 15.003 chains from the northeast corner thereof, said point being the northwest corner of a tract of land conveyed to S. S. Richards by deed dated May 25, 1904, and recorded at page 621 of Book H of Deeds, Records of Skamania County, Washington; thence west along the north line of said section 210 feet; thence south 346.5 feet; thence east to intersection with the westerly line of said tract conveyed to S. S. Richards; thence north 27° 30° west to the point of beginning;

TOGETHER WITH an easement for a road right of way 20 feet in width over the existing road along the west line of the above described tract, said easement to be used in common and to be subject to the rights of Stanton C. Roley and Marjorie E. Roley, husband and wife, their heirs, and assigns, therein.

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 TWO THOUSAND FIVE HUNDRED SEVENTEEN and 48/100 - - - - - (\$2,517.48) - - - 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 property 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 insurance 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 property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

or in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of junpaid 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 mortgager 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.

SKAMANIA COUNTY AUDITORS LEFICE

Dated at Stevenson, Washington

this 14th

day of January, 1960.

Syl D. Van Camp (SE

Dy Campo (SEAL)