

MORTGAGE

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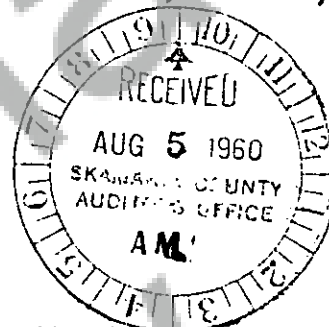
THE MORTGAGORS, S, MANUEL HOFFMAN and HERMIA HOFFMAN,
husband and wife,

hereinafter referred to as the mortgagor, mortgages to
husband and wife,

BERNARD NEWBY and DOROTHY NEWBY,

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

The Northwest quarter of the Southeast Quarter (NW 1/4 SE 1/4)
of Section 33, Township 2 North, Range 6, E. W. M., said tract containing
40 acres, more or less; EXCEPTING transmission line easement 100
feet in width granted to the United States of America by deed dated
October 11, 1941 and recorded at page 463 of Book 28 of Deeds, Records
of Skamania County, Washington; and EXCEPTING county road on, over
and across the said real property



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
Five Thousand and no/1 00 ----- (\$5000.00) Dollars
with interest from date until paid, according to the terms of ~~X~~ a 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
encumbrances of every kind; that he will keep the property free from any encumbrances 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 hereby 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 encumbrance 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
remainder 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 Camas, Washington

this 3rd day of August, 1960

Manuel Hoffman (SEAL)

Hermia Hoffman (SEAL)