

Form 85 85 - 40 mg 378

REAL ESTATE MORTGAGE

SHORT FORM FOR WESTERN WASHINGTON

THE MORTGAGOR S, WILLIAM H. GILPIN and EDITH M. GILPIN, his wife,

hereinafter referred to as the mortgagor, mortgages to BANK OF STEVENSON, a corporation,

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

That portion of Lot 2 of IGNAZ WACHTER SUBDIVISION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, described as follows:

Beginning at the northeast corner of the said Lot 2; thence following the east line of the said Lot 2 south 225 feet; thence west 650 feet thence north 225 feet, more or less, to intersection with the north line of the said Lot 2; thence east following the north line of the said Lot 2 a distance of 650 feet, more or less, to the point of beginning; said tract being located in the West Half of the Northwest Quarter $(W_2^{\perp} NW_4^{\perp})$ of Section 36, Township 3 North, Range 7 E. W. M.;

SUBJECT TO easements and rights of way for public roads over and across the above described 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 THREE THOUSAND SEVEN HUNDRED FIFTY-ONE and 80/100- - - (\$3,751.80) - - - 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 de iver 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 tull 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 a so 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.

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 imme rately due without notice, and this mortgage may be forec'osed.

In any action to forec os 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 s casuit and also the reasonable cost of searching records, which sums shall be secured hereby a d included in any decree of foreclosure.

Dated at

this

April.

, 1963.