+128 1 41 - 247

Form 83 S.5

## REAL ESTATE MORTGAGE

SHORT FORM FOR WESTERN WASHINGTON

THE MORTGAGOR S

CHARLES O. COTANT and ROBERTA L. COTANT, husband and 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:

Beginning at a point 122 rods south of the northeast corner of the Northwest Quarter of the Northeast Quarter ( $NW_4^1 NE_4^1$ ) of Section 20, Township 3 North, Range S E. W. M.; thence south 40 rods; thence west 80 rods; thence north 40 rods; thence east 80 rods to the point of beginning;

ALSO: The North Half of the North Half of the Northeast Quarter of the Southwest Quarter  $(N_{\frac{1}{2}}^{\frac{1}{2}} N_{\frac{1}{2}}^{\frac{1}{2}} N_{\frac{1}{4}}^{\frac{1}{4}} S W_{\frac{1}{4}}^{\frac{1}{4}})$  of Section 20, Township 3 North, Range 8 E. W. M.

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 EIGHT THOUSAND THREE HUNDRED FIFTY and No/100 - - - (\$8,350.00) - - - 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 mortgage 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 taxe 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 propert in good order and repair and unceasingly insured against loss or damage by fire to the extent of the ull 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 expirat on of the old policies.

Should the mortgagor default i 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 with aut 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 pe formance 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 lately due without notice, and this mortgage may be forecosed.

In any action to forecos 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 sight and allothe reasonable cost of searching records, which sums shall be secured hereby a id included in any decree of foreclosure.

Dated at Stevenson, Washington,

this 26th

day of November, 1963.

Charles O Colons

Roberta S. Cotantisen