

THIS MORTGAGE, Made this 18th day of March, 19 64, by and between
THOMAS J. BOWIE and SANDRA N. BOWIE, his wife

herein called the Mortgagor, **HUGH M. MAGUIRE and VIRGINIA MAGUIRE**

herein called the Mortgagee.

WITNESSETH:

The Mortgagor, in order to secure payment to the Mortgagee of a debt of

SIX THOUSAND FIVE HUNDRED and 00/100 (\$6,500.00) ----- Dollars,
 Evidenced by the promissory note of even date hereinafter described and interest and all other sums as provided herein, and the performance of all
 covenants, warranties, agreements, and conditions herein contained, does hereby grant and convey to the Mortgagee that certain real property, situate
 in the County of Skamania, and State of Washington, and described as follows to-wit:

The following described real property located in Skamania

County, State of Washington, to-wit: The W. 1/2 of Lot 3 of OREGON LUMBER COMPANY'S
 SUBDIVISION according to the official plat thereof on file and of record in the office of the
 Auditor of Skamania County, Washington, in Section 14, Twp. 3 N., Range 9 EWM;

ALSO: Beginning at the point of intersection of the W. line of the E. 1/2 of the said Lot 3
 with the S. line of the county road known and designated as the Jessup Road; (cont on reverse)

Together with the issues, rents, and profits therefrom.
 TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, hereditaments, and appurtenances, there unto belonging or in any
 wise appertaining, and any and all fixtures upon said premises at the time of the execution of this mortgage, or at any time during the terms of this
 mortgage, including but not limited to all apparatus and fixtures of every description for watering, lighting, heating, cooling, and screening said prem-
 ises, and the use, income, rents, and profits, unto the said mortgagee, its successors and assigns forever.

The Mortgagee has actually loaned to the Mortgagor, and the Mortgagor has received the full sum of

SIX THOUSAND FIVE HUNDRED and 00/100 (\$6,500.00) ----- Dollars,
 and as evidence of such indebtedness has executed and delivered to the Mortgagee a certain promissary note of even date herewith.

The Mortgagor jointly and severally does hereby covenant and agree with the Mortgagee as follows to-wit:

1. That the said premises are free and clear of all liens or encumbrances superior to this mortgage, and to warrant and defend the same forever
 against the claims and demands of all persons whomsoever except Mortgage recorded under File No. 60037; (see over)

2. To pay each and all sums secured hereby promptly as they become due and in event of sale on foreclosure of this mortgage, should the premises
 sell for less than the sum required to satisfy the entire claim and all costs, the deficiency shall stand as a judgment against the mortgagor and be col-
 lectable in the manner provided by law.

3. That the Mortgagor will pay all tax assessments, and other governmental levies, now or hereafter assessed against the mortgaged premises, or
 imposed upon this mortgage or the note, or notes, secured hereby, as soon as the same become due and payable, and shall immediately pay and discharge
 any lien having precedence over this mortgage except Mortgage recorded under Auditor's File No. 60037;

Contract recorded under Auditor's File No. 62673.

And to assure prompt payment, the Mortgagor agrees to pay the Mortgagee monthly budget payments estimated by the mortgagee to equal one-twelfth of
 the annual insurance premiums, taxes, assessments, and other governmental levies, which are or may become due upon the mortgaged premises, or upon
 this mortgage, or the note or notes, secured hereby, the amount of such payments to be adjusted from time to time as conditions may require. The bud-
 get payments so accumulated may be applied by the Mortgagee to the payments of such taxes, assessments or levies, in the amount shown by the offi-
 cial statements thereof, and to the payment of insurance premiums in the amount actually paid or incurred theretofore, and such budget payments are
 hereby pledged to the Mortgagee as collateral security for full performance of this mortgage and the note secured hereby and the Mortgagee may, at all
 times, without notice, apply said budget payments upon any sums delinquent upon said note or under the terms of this mortgage.

4. To keep all the improvements erected and to be erected on said premises in good order and repair and to commit or suffer no waste of the mort-
 gaged premises.

5. That should failure be made in the payment of any sum or charge payable hereunder, it shall be optional with the mortgagee to make payment
 thereof, and the amounts so paid, with interest thereon at 12 per cent per annum, shall be added to and become part of the debt secured by this mort-
 gage, and shall be immediately due and payable, and for such payment the premises hereinbefore described, as well as the covenantor, shall be bound
 to the same extent as bound for the payment of the debt hereby secured.

6. That should the Mortgagor fail to pay any part of said principal or if said interest becomes due, or any other sum due under the mortgage, or
 break any covenant, agreement, warranty, or condition herein contained, the entire debt secured by this mortgage shall at once become due and collect-
 able if the Mortgagee so elects and all notice of such election is hereby waived. Time is of the essence of each and every term, condition, covenant,
 and agreement contained in this mortgage.

7. To keep the present building or buildings, and any which may hereafter be erected on said premises, insured against fire, and such other haz-
 ards as Mortgagee may specify, in such Company or Companies as the Mortgagee may direct in a sum of not less than

THREE HUNDRED SIXTY-THOUSAND AND NO/100 Three Hundred and Sixty Thousand and No/100 Dollars,
 with a Mortgagee's clause attached made payable unto the Mortgagee herein as its interest may appear in such form as Mortgagee may designate, and to
 pay the premiums of any renewals thereof unto the Mortgagee. Said policies are hereby assigned to the Mortgagee as additional security for the pay-
 ment of the indebtedness secured hereby. The Mortgagor shall not place any insurance upon the premises without the consent of the Mortgagee in writ-
 ing. The Mortgagee at its option, may place all insurance upon the premises, including any renewals, and may cancel any insurance and replace the
 same and the cost of any insurance shall be borne by the Mortgagor. Nothing herein shall be deemed to hold the Mortgagee responsible for failure to
 have insurance placed or for any loss growing out of any defect in any policy, or because of failure of any insurance company to pay for any loss or dam-
 age insured against.

8. In the event of loss by fire, the Mortgagee shall have the right to collect and receive (but shall not be obligated so to do) any and all monies
 which may at any time become payable and receivable thereon, and whereupon the monies so collected on said policy or policies shall be applied, first
 to the payment of the cost and expenses of collecting the same, and the residue shall be applied to the payment of the indebtedness herein secured or to
 the rebuilding of the buildings on said premises as the mortgagee may elect.

9. In the event suit or action is begun to foreclose this mortgage, the Mortgagor shall pay in addition to the costs and disbursements allowed by
 law, such sum as the court may adjudge reasonable as an attorney's fee in such suit or action, and such sum as the court may adjudge reasonable for
 the necessary examination and search of the public records respecting the title to the mortgaged premises; and the plaintiff in such suit or action may
 take judgment therein for such sums. The Mortgagor further agrees to pay to the Mortgagee the necessary traveling expenses of its agents or attorney
 for the purpose of inspecting the property herein described, the collection of such indebtedness or the protection of its security, if such traveling ex-
 penses are incurred at a time when the mortgage is in default.

10. The Mortgagor herein does hereby authorize and empower the said mortgagee, its successors and assigns and their agents and attorneys, at
 their election without notice to the Mortgagor, to take and maintain full control of said premises and receive all rents and income therefrom and issue
 receipts therefor, and out of the amount or amounts received therefrom to retain or pay the customary charges for managing said property, pay the neces-
 sary repairs as determined by said Mortgagee, its successors and assigns, agents and attorneys, pay the taxes and assessments levied thereon, pay
 the premium on insurance policies now thereon or any renewals thereof, and pay the Mortgagee and its successors in interest any amounts due on this
 mortgage, and to pay the balance of any amount so collected to the then owner of the property, and in so doing those exercising this right shall be liable
 only for the amounts collected by them less the necessary cost of making collections; however, such rights of collection of rents or income and to take
 and maintain control of said property under this authorization, shall not apply so long as the payments and the covenants required by this mortgage are
 not in default, and such control of said property under this authorization shall cease upon the removal of the default or other cause for such control
 until default shall again arise, and when the debt secured by this mortgage shall have been fully paid, then this authorization shall cease and be of no
 further force or effect.

11. The said mortgagee, his successors, legal representatives or assigns shall be at liberty in the event of default
 said note or of any installment thereof, or of the interest which shall accrue thereon, or of any part of either at the respective times specified for the
 payment thereof upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this mortgage, to apply for, and the
 said mortgage shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the
 Mortgagee, or the solvency of any person or persons bound for the payment of such amounts, to the appointments by any competent court, without notice
 to any owner, lessee, or any other party of a Receiver to take possession of the premises and/or to collect the rents, issues and profits of the said
 premises with the power to lease the said premises or such part thereof as may not then be under lease, and with such other powers as may be deemed
 necessary who after deduction of proper charges and expenses attending the execution of the said trust as received shall apply the residue of the said
 rents and profits to the payment and satisfaction of the amount remaining secured hereby or to any deficiency which may exist after applying the pro-
 ceeds of the sale of the said premises to the payment of the amount due, including interest and the cost and a reasonable attorney's fee for the fore-
 closure and sale.

All covenants herein contained shall be binding on the successors or assigns in interest of the Mortgagor, and the work "Mortgagor" whenever used
 in this instrument shall be deemed to include the singular and plural, masculine and feminine, firm or corporation, as the Mortgagor or Mortgagees may be.

WITNESS the signature and seal of the above-named Mortgagor hereto affixed.

(Seal)

(Seal)

(Thomas J. Bowie)

(Sandra N. Bowie, by Thomas J. Bowie)

(Seal)