

MORTGAGE

THIS INDENTURE made and entered this 26th day of August, 1966, by and between
STANTON C. ROLEY and MARJORIE E. ROLEY, husband and wife

County of SKAMANIA, State of WASHINGTON, hereinafter designated, whether singular or plural, for the purpose of brevity, as MORTGAGOR, and CAPP-HOMES, INC., a corporation, whose mailing address is 3355 Hiawatha Avenue South, in the City of Minneapolis, County of Hennepin, State of Minnesota, hereinafter designated for the purpose of brevity, as MORTGAGEE.

WITNESSETH: That whereas the Mortgagor has delivered to the Mortgagee the Mortgagor's note in the amount of \$ 7,300.00, being an indebtedness due and owing to the Mortgagee for certain building materials sold by it to Mortgagor, and WHEREAS the Mortgagor, in the application for credit to the Mortgagee agreed to give the Mortgagee a mortgage on the real property on which said building materials are to be used to secure the Mortgagor's debt to the Mortgagee.

NOW, THEREFORE, in consideration of the indebtedness due and owing to the Mortgagee from the Mortgagor and other valuable consideration in hand paid by the Mortgagee to the Mortgagor, receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, and its successors and assigns forever, all the tracts or parcels of land lying and being in the County of SKAMANIA, State of WASHINGTON, described as follows, to-wit:

That portion of the Northeast Quarter (NE¹/₄) of Section 25, Township 3 North, Range 7 E.W.M., described as follows:

Beginning at a point 1455 feet west and 346.5 feet south of the northeast corner of the said Section 25, said point being 34 feet west of the southwest corner of a tract of land conveyed to W. A. Kirkman by deed dated April 7, 1908, and recorded at page 67 of Book L of Deeds, Records of Skamania County, Washington; thence east to intersection with the westerly line of the tract of land conveyed to S. S. Richards by deed dated May 25, 1904, and recorded at page 621 of Book H of Deeds; thence north 27° 30' west to intersection with the north line of the said Section 25; thence west along the north line of the said Section 25 a distance of 483 feet, more or less, to a point north 03° west from the point of beginning; thence south 03° east 347.5 feet to the point of beginning; said tract containing 4.43 acres, more or less;

AND Beginning at the point of beginning above described; thence following the northerly boundary of the old county road south 83° 11' east 125 feet; thence south 53° 29' east 100 feet; thence south 79° 57' east 50 feet; thence north 48° 43' east 130 feet to a point east of the point of beginning; thence west 345 feet to the point of beginning; said tract containing .31 acre more or less;

TO HAVE AND TO HOLD THE SAME, together with the hereditaments and appurtenances thereto belonging to the said Mortgagee, and successors and assigns, forever. And the said Mortgagor, for said Mortgagor and Mortgagor's heirs, administrators, successors, and assigns does covenant with the said Mortgagee, and its successors and assigns, as follows: That the Mortgagor is lawfully seized of said premises and has good right to sell and convey the same; that the same are free from all encumbrances

that the Mortgagee and its successors and assigns shall quietly enjoy and possess the same; and that the Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay to the Mortgagee, or its successors or assigns, the sum of \$ 7,300.00, according to the terms of one principal promissory note, due and payable as follows, to-wit:

One Hundred Twenty (120) consecutive monthly installments as follows:
The first 60 consecutive monthly installments of \$ 88.84 each, or more, on the 15th day of each and every month, commencing with the 15th day of October, 1966; the second 60 consecutive monthly installments of \$ 70.59 each, or more, on the 15th day of each and every month, commencing with the 15th day of October, 1971, and every month thereafter until the total full sum of \$ 7,300.00 shall have been paid. The unpaid balance due hereunder shall bear interest at the rate of 6% per cent per annum; said interest to be computed monthly shall first be deducted from said monthly payments and the balance of each monthly payment credited as principal.

The entire balance of principal and interest due hereunder shall become due and payable on the final payment. That notwithstanding anything to the contrary, the Mortgagors shall have the absolute right at any time to prepay any part or all of said indebtedness prior to the due date, without penalty, together with all sums advanced in protecting the lien of this mortgage, in payment of taxes on said premises, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorneys' fees herein provided for, and sums advanced for any other purpose authorized herein, and shall keep and perform all of the covenants and agreements herein contained, then this deed to be null and void, and to be released at the Mortgagor's expense.

AND THE MORTGAGOR, for Mortgagor's heirs, administrators, successors, and assigns, does hereby covenant and agree with the Mortgagee and its successors and assigns, to pay the principal sum of money and and interest as above specified; to pay all taxes and assessments now due or that may hereafter become due upon said real estate before penalty attaches thereto; to keep any buildings on said premises insured by companies approved by the Mortgagee against loss by extended fire and windstorm for at least the principal sum due on this mortgage, and to deliver to said Mortgagee the policies for such insurance with mortgage clause attached in favor