

MORTGAGE

The Mortgagors, ELDON D. HELLER and J. COLLEENE HELLER, husband and wife and
 of ROGER MALFAIT and LORETTA L. MALFAIT, husband and wife

Washougal, Washington

Hereby mortgage to Clarke County Savings and Loan Association, a Washington corporation, the following described real property situated in ~~Clark~~ Skamania County, State of Washington, to-wit:

A tract of land located in the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 6, Township 1 North, Range 5 E.W.M., more particularly described as follows:

Beginning at the Northeast corner of the said Section 6, thence south 89°31' west 857.5 feet, thence south 08°34' west 122.77 feet to the initial point of the tract hereby described, said point being located on the center line of Secondary State Highway No. 8-B at the low water mark of the Washougal River; thence north 79°04' east 120 feet; thence south 54°52' east 240.7 feet; thence south 31°30' west 399.76 feet; thence north 87°26' west 754.54 feet; thence north 02°34' east 420 feet to a point at low water line of the Washougal River; thence south 87°26' east 498 feet along said low water line; thence north 79°04' east 134.12 feet to the initial point;

EXCEPT that portion thereof lying within and easterly of the 60 foot right of way acquired by the State of Washington for Secondary State Highway No. 8-B;

AND EXCEPT that portion thereof lying within and easterly of a strip of land 30 feet in width, the center line of which is described as follows: Beginning at a point on the center line of said highway 137.5 feet north 46°05' west from the intersection of said center line with the easterly line of the tract first above described; thence south 62° west 333 feet; thence south 02°34' west 90 feet to the southerly line of the tract above described.

and all interest or estate therein that the mortgagors may hereafter acquire, together with the appurtenances and all awnings, window shades, screens, mantles, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus, furnace and heating systems, water heaters, burners, fuel storage bins and tanks and irrigation systems and all built-in mirrors, ovens, cooking ranges, refrigerators, dishwashers and cupboards and cabinets, and all trees, gardens and shrubbery, and other like things and matters, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, all of which shall be construed as a part of the realty. The within described mortgaged property is not used principally for agricultural or farming purposes.

All to secure the payment of the sum of TWENTY SIX THOUSAND and NO/100- - - - -

(\$ 26,000.00) Dollars.

with interest thereon, and payable in monthly installments of \$ 197.75 each, month

beginning on the 10th day of June, 19 68, and payable on the 10th day of each month thereafter, according to the terms and conditions of one certain promissory note bearing even date herewith.

This mortgage lien shall continue in force and exist as security for any and all other advances which may hereafter be made by the Mortgagee to the Mortgagor, and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgagor to the Mortgagee.

The Mortgagors hereby (jointly and severally if more than one) covenant and agree with the Mortgagee as follows:

That the Mortgagors have a valid, unincumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all person whomsoever.

That the Mortgagors will during the continuance of this mortgage, permit no waste or strip of the mortgaged premises and will keep the buildings and appurtenances on said property in good state of repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for in said note, or any sum due under this mortgage, or breach of any covenant or agreement herein contained, then the entire debt secured by this mortgage shall, at the election of the Mortgagee, become immediately due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagee may, without waiver of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest thereon at 10% per annum shall become immediately payable to the Mortgagee and shall be secured by this mortgage. Any payments made by the Mortgagors upon the indebtedness secured by this mortgage may be applied as the Mortgagee may elect either upon the amount which may be due upon said promissory note or upon any amount which may be due under the provisions of this mortgage.

That the Mortgagors will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagee may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the Mortgagee and for the protection of the latter, and that the Mortgagors will cause all insurance policies to be suitably endorsed and delivered to the Mortgagee, together with receipts showing payment of all premiums due therefor, and that the Mortgagors will keep no insurance on said building other than as stated herein. That it shall be optional with the Mortgagee to name the company or companies and the agents thereof by which the insurance shall be written, and to refuse acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgagors; but in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against. That the Mortgagee is authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the Mortgagors and their assigns and the Mortgagee.