

MORTGAGE

THIS INDENTURE of mortgage made this 10th day of April, 1969, by and between
William H. Ashbaugh, a single man

hereinafter called the mortgagor, (whether one or more) and THE UNITED STATES NATIONAL BANK OF PORTLAND, a national banking association, hereinafter called the mortgagee,

WITNESSETH:

That the mortgagor, in consideration of the sum of Eight thousand dollars
 (\$8,000.00) dollars received from the mortgagee, does hereby grant, bargain, sell and convey to said mortgagee, its successors and assigns forever, all of that certain property situated in the City of _____
 County of Skamania, State of Washington, and described as follows, to-wit:

A tract of land located in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, Township 2 North, Range 5 E. W. M. described as follows:

Beginning at the northwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 34; thence along the west line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 34 south 150 feet to the initial point; thence south 250 feet along the west line aforesaid to a point on the north line of that tract of land acquired by Herbert Kiors and Vera E. Kiors, husband and wife, and as more particularly described in a boundary line agreement dated May 6, 1965, and recorded at page 204 of Book 54 of Deeds, Records of Skamania County, Washington; thence east along the north line aforesaid to the center of the channel of the Washougal River; thence in a northerly direction following the center of the channel of the Washougal River to a point east of the initial point; thence west to the initial point.

together with all and singular the privileges, tenements, hereditaments and appurtenances now or hereafter thereunto belonging, or in any wise appertaining, including, but not limited to, any and all party wall agreements, easements, rights of way, water rights and all other rights and privileges owned or enjoyed by the mortgagor with respect to said property or any part thereof, whether or not appurtenant thereto.

TO HAVE AND TO HOLD, said property unto said mortgagee, its successors and assigns, forever.

And said mortgagor does hereby covenant to and with said mortgagee, its successors and assigns, that said mortgagor is lawfully seized in fee simple of the property above described; that said property is free and clear of all liens and encumbrances of every nature and kind whatsoever, and that said mortgagor will forever warrant and defend the same unto the said mortgagee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

The condition of this conveyance is such that whereas said mortgagee has actually loaned and advanced to said mortgagor, and said mortgagor has received the just and full sum of Eight thousand dollars

(\$8,000.00) dollars, to be repaid according to the terms of one principal note of even date executed by the mortgagor for Eight thousand dollars (\$8,000.00) dollars, and repayable
in monthly installments

the unpaid balance of principal and interest, if any then remains unpaid, to be due and payable 10 years from date, and payable to the order of The United States National Bank of Portland at its Lloyd Center Branch, and bearing interest as in said note provided, and further providing for the payment of such sum as the court shall adjudge reasonable as attorneys' fees in case of suit or action thereon, and said mortgagee may, at its sole option, make further advances to the mortgagor not exceeding (original loan and future advances) at any one time the aggregate principal sum of Eight thousand dollars (\$8,000.00) dollars and interest. The payment of any portion or the whole of said aggregate principal sum shall in no way affect the right of the mortgagee, at its option, to make further advances hereunder within said aggregate principal sum, to be secured by the lien of this mortgage.

NOW, THEREFORE, if the said mortgagor or mortgagor's heirs, successors or assigns, shall pay to said mortgagee, its successors or assigns, said sum of Eight thousand dollars (\$8,000.00) dollars, with interest thereon, according to the tenor and effect of said note, and of any extensions or renewals thereof or of any