

REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned LARRY F. CAST and CELESTE C. CAST, husband and wife, hereinafter referred to as "Mortgagor", do by this instrument mortgage unto EMIL CLATION and MARINE A. CLATION, husband and wife, hereinafter referred to as "Mortgagee", the following described real property situated in Skamania County, State of Washington, to-wit:

That portion of Lot 4 of SEVENTH EIGHT ADDITION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, more particularly described as follows:

Beginning at the intersection of the North line of the said Lot 4 with the Westerly right of way line of the County Road known and designated as Frank Jones Road; thence West along the North line of the said Lot 4 a distance of 79.69 feet to the initial point of the tract hereby described; thence South 11° 03' East 152.74 feet to an iron pipe on the South line of the said Lot 4; thence West along the South line of the said Lot 4 a distance of 263.96 feet; thence North 01° 48' East 130.3 feet to intersection with the North line of the said Lot 4; thence East along the North line of the said Lot 4 a distance of 230.7 feet to the initial point.

SUBJECT TO the mortgage now encumbering said property to First Federal Savings & Loan Association of Vancouver. THIS WILL CERTIFY that the property above described is not used principally for agricultural or farming purposes.

This mortgage is given to secure the performance of the covenants herein contained and the payment of the sum of TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700.00), with interest, according to the terms of a promissory note bearing even date herewith and secures any extensions or renewals of the same.

Mortgagor covenants that he has a mortgagable interest in the above described property and has a lawful right to execute and deliver the within mortgage; that said real property is free of liens or encumbrances except as noted above; that Mortgagor will seasonably pay all taxes and municipal or other governmental assessments of every kind or nature hereafter levied on the property during the term of this mortgage; that Mortgagor will seasonably pay and perform the terms of the aforesaid real property mortgage according to its terms; that Mortgagor will permit no waste of the property and will at all times keep and maintain said premises and any buildings or other improvements thereon in a clean and sanitary condition and in a good state of repair and maintenance; that Mortgagor will at all times during the continuation of this mortgage keep all insurable buildings on the property continually insured against fire and extended coverage to the insurable value of the same with proceeds of such insurance payable to Mortgagee as his interest shall appear, and Mortgagor covenants in all things concerning the premises herein mortgaged to manage and protect the same so as to preserve and protect rather than to diminish the Mortgagee's security interest therein. In event Mortgagor shall fail to pay the several sums hereinafter mentioned including the payment of the aforesaid prior mortgage, or if Mortgagor shall otherwise fail or neglect to perform the covenants of this mortgage, then Mortgagee may, at his

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election, make any such payments or otherwise perform said covenants, and any sums so paid, or incurred by Mortgagee thereby shall be forthwith repayable by Mortgagor on demand, and shall likewise be secured by the lien of this mortgage.

Time is of the essence of this mortgage. If Mortgagor shall default in the payment of the sums secured hereby, or shall fail or neglect to perform the several terms and conditions of this mortgage, then all sums secured hereby shall become immediately due and payable at the option of Mortgagee, and the Mortgagee, at his election, may proceed to foreclose this mortgage as provided by law. In event of any such foreclosure action, or in event Mortgagee shall become obligated to institute or defend any suit or action to protect the priority and lien of this mortgage, or to preserve the mortgaged premises, then Mortgagor covenants to pay such sum as the court shall adjudge reasonable as attorney fees in said suit, together with the costs of any such action and the necessary expense of searching public records concerning the mortgaged premises.

IN WITNESS WHEREOF, the Mortgagors have executed this instrument this 15 day of May, 1970.

Larry F. Cast
Larry F. Cast

Celeste C. Cast
Celeste C. Cast

MORTGAGOR

STATE OF WASHINGTON)
COUNTY OF CLARK) ss

On this day personally appeared before me LARRY F. CAST and CELESTE C. CAST, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of May, 1970.

Raymond S. Miller
Notary Public in and for the State
of Washington;
Residing at Camas, therein

