

THIS MORTGAGE, Made this

day of November, 1969,

between HARRY SOOST and LABEL K. SOOST, husband and wife,

of the County of Skamania, and State of Washington, hereafter called the Mortgagor,
 CURT E. WELCH and CARMEN H. WELCH, husband and wife, and
 WELCH VALLEY REALTY, INC., hereinafter called the Mortgagee,
 do hereby certify, that the said Mortgagor mortgages to the said Mortgagee the following described real estate,
 in the County of Skamania, and State of Washington, and described as follows,

The Southeast quarter of the Northwest quarter ~~and~~ the North 4 rds.
 of the Northeast quarter of the Southeast quarter ~~and~~ the Northwest
 quarter of Section 17, Township 1 North, Range 5, E.W.M., records
 of Skamania County, Washington.

Together with all appurtenances thereunto belonging and all rights to the use of water for irrigating said premises and for domestic use thereon to which the said Mortgagor, or the premises hereby mortgaged, are now or may hereafter become entitled, or which now are or may hereafter be used on said premises however the same may be evidenced, and all plumbing, lighting, heating, cooking, cooling, ventilating, watering and irrigating apparatus and fixtures, whether attached or detached now or hereafter belonging to or used in connection with the above described premises, and together with all the rents, issues and profits of said mortgaged property.

To secure the payment of TWENTY THOUSAND and no/100 Dollars,
 together with interest, payable annually at the rate of _____ per cent per annum,
 according to the terms of the following Promissory Note executed by said Mortgagor in favor of said Mortgagee,
 dated November 1969, and bearing interest at the rate of _____ per cent per annum after maturity,
 to-wit:

A copy of said note is attached hereto and made a part hereof by reference.



AND, The said Mortgagor hereby covenants and agrees as follows:

To pay each of said notes promptly as they become due; not to permit any waste upon the premises; to keep the improvements thereon in good repair; and will pay all taxes and charges that may be assessed against said premises and the water rights belonging thereto, and on this mortgage, and on the debt hereby secured, before they become delinquent.

That they have a valid and unincumbered title in fee simple to said premises; and waive all rights of homestead and exemption.

To keep the present buildings, or any which may hereafter be erected, insured against fire, to the extent of the full insurable value, in some Fire Insurance Company to be named by and for the benefit of said Mortgagee, and to promptly deliver the policies and renewals thereof to said Mortgagee.

If, upon foreclosure, said property shall not realize sufficient to pay the amount due, together with costs, a deficiency judgment may be rendered for any unpaid balance.

Upon maturity of said indebtedness, either by lapse of time or by reason of any default, the Mortgagee shall have the right to enter upon the premises, take possession thereof and collect the rents, issues, and profits and apply the same upon the indebtedness hereby secured. And for said purpose the Mortgagee shall have the right at any time to the appointment of a receiver, and said receivership may continue until the period of redemption has expired.

If said Mortgagor shall fail to pay any of said notes, or in any other respect shall fail to comply with any of the covenants herein contained, then the said Mortgagee may declare the whole of the principal sum, together with accrued interest, to be at once due and payable, and foreclosure of this mortgage may be entered.

That should the said Mortgagor fail to keep any of the foregoing covenants, the said Mortgagee may perform the same and all expenditures so made, with interest at eight per cent per annum, shall be added to and become a part of the debt secured by this mortgage, without waiver, however, of any rights arising from breach of any of these covenants.

In the event of this mortgage being foreclosed, the said Mortgagor agrees to pay a reasonable sum as attorney's fees and such reasonable cost of searching records and abstracting the same, or insuring the title as may be incurred; which sums shall be secured hereby.

The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Witness the hand... of said mortgagor... the day and year first above written.

Witnesses:

Daniel Soost } Danny Soost (Seal)
William C. Soost } Mabel K. Soost (Seal)
 _____ } _____ (Seal)
 _____ } _____ (Seal)

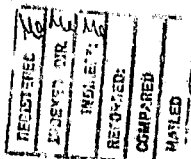
STATE OF WASHINGTON,

County of Yakima

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on the day of November 15, 1969, personally appeared HARRY SOOST and MABEL SOOST, husband and wife, to me known to be the individual... described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN Under my hand and official seal the day and year in this certificate first above written.

Herbert L. Buehler
 Notary Public in and for the State of Washington,
 residing at Yakima.



716877

Loan No.

REAL ESTATE
MORTGAGE

To

STATE OF WASHINGTON,

County,

I certify that the within instrument of writing was received for record at the request of J. Hugh Carson on the 15 day of Dec., A. D. 1969

at 11 o'clock A. M., and is recorded in the Records of said County, in Book 48 of Mortgages, on page 49-50

County Auditor.

By E. W. Maynard Deputy.

BOOK 11 THE-541
COPY

PROMISSORY NOTE

\$20,000.00

Yakima, Washington
November 15, 1969

We promise to pay to the order of GARY E. WELCH and CARMEN H. WELCH, husband and wife, and APPLE VALLEY REALTY, INC., at Yakima, Washington, TWENTY THOUSAND DOLLARS, at the rate of 7% per annum, as follows:

Makers herein did enter into a land contract with the payees, Gary E. Welch and Carmen H. Welch, husband and wife, on the 30th day of October, 1969, calling for the purchase of real and personal property from the said payees. That one of the conditions of said contract is that the makers herein shall pay to payees herein the sum of TWENTY THOUSAND DOLLARS (\$20,000) at such time as their ranch located at Washougal, Washington is sold.

Now, therefore, makers herein promise and agree to list said ranch for sale and to keep it listed for sale at all times during the existence of the land contract here referred to, and upon the sale to pay, within thirty (30) days of the closing of any such sale, the sum of \$20,000, together with accrued interest, to payees.

In case of default in the payment of any of the principal or interest, when the same shall become due and payable, the holder hereof may declare the whole amount due and payable and may immediately institute suit to collect the said entire amount, including principal and interest. The makers and endorsers hereon severally waive presentment for payment, protest and notice of protest of non-payment of this note; and do hereby agree that if collected by an attorney after maturity and before the commencement of suit hereon 10% on the sum due and unpaid shall be added and paid as attorney fees for such collection, and, in case suit or action is instituted to collect this note or any portion thereof, makers promise and agree to pay such sum as the court may adjudge reasonable as attorney fees in such suit or action, and the venue of such action shall lie in Yakima County, Washington.

Mary Soost
Mary Soost

Mabel K. Soost
Mabel K. Soost