

72789

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That the Mortgagors, WALTER F. UNREIN and PATRICIA L. UNREIN, husband and wife, and ALVIN A. UNREIN and NEOMA M. UNREIN, husband and wife, of Vancouver Washington, hereby mortgage and convey to the Mortgagees, KENNETH A. BURGESS and LOLA M. BURGESS, husband and wife, of North Bonneville, Washington, the following described real property located in the County of Skamania, State of Washington:

PARCEL NO. I:

The following described real property located in Skamania County, State of Washington, to wit:

That portion of Government Lots 8 and 9 of Section 16, Township 2 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at a point marking the intersection between the center of Greenleaf Creek and the South line of the said Government Lot 9, said point being located on the North line of the B. B. Bishop Donation Land Claim; thence following the center of Greenleaf Creek in a Northeasterly direction to a point in the said Government Lot 8 North 430 feet from the North line of the said Bishop Donation Land Claim; thence West-erly parallel to, and 430 feet distant from, the North line of the said Bishop Donation Land Claim to inter-section with the West line of the said Government Lot 9; thence South to the North line of said Bishop Donation Land Claim; thence Easterly along the North line of said Bishop Donation Land Claim to the point of beginning;

EXCEPT that portion thereof lying Westerly of the natural gas pipeline constructed by Pacific North-west Pipeline Corporation;

SUBJECT TO right of way granted to Pacific Northwest Pipeline Corporation for said pipeline;

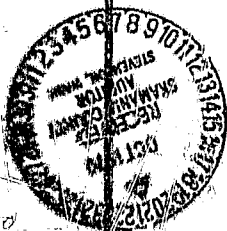
Containing 50 acres, more or less.

PARCEL NO. II:Tract A:

The following described real property located in Skamania County, State of Washington, to wit:

That portion of the B. B. Bishop Donation Land Claim in Sections 16, 17, and 20, Township 2 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the West line of the said Section 16 with the Northerly line of the county road known as the Moffetts-Carpenter Road;



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thence following the Northerly line of said road in a Northerly and Easterly direction to intersection with the Westerly line of the 300-foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; thence following the Westerly line of said 300-foot strip of land to intersection with the North line of said Bishop Donation Land Claim; thence West along the North line of said Bishop Donation Land Claim to the Northwest corner thereof; thence South along the West line of said Bishop Donation Land Claim to the Northerly line of the said Moffetts-Carpenter Road; thence Easterly along the North line of said road to the point of beginning;

EXCEPT the following described tract of land:

"Beginning at the intersection of the North line of the said Bishop Donation Land Claim with the Westerly line of said 300-foot strip of land acquired by the United States of America; thence South $32^{\circ}27'30''$ West 754.95 feet, more or less, to the Northerly line of said Moffetts-Carpenter Road; thence in a Northwesterly direction following the Northerly line of said road to intersection with the center line of the right of way granted to the Northwestern Electric Company; thence in a Northeasterly direction following the center line of said right of way to intersection with the North line of the said Bishop Donation Land Claim; thence East to the point of beginning."

Tract B:

Beginning at a point 800 feet due West of a round hub placed at an angle point in the Northerly line of the SP&S Railway Co. right of way, said point being North $09^{\circ}05'$ East 200 feet from station 2042+23.4 of the survey locating the center line of said right of way, said round hub being 997.92 feet South and 2035.5 feet West from the Northeast corner of Section 21, Township 2 North, Range 7 East of the Willamette Meridian; thence South $00^{\circ}48'$ East to the Northerly line of the 200-foot right of way of said railway company, said point being the initial point of the tract hereby described; thence Westerly along the Northerly line of said railway right of way 250 feet, more or less, to intersection with the Southerly line of the Evergreen Highway; thence Easterly along the Southerly line of said Evergreen highway to a point North $00^{\circ}48'$ West of the initial point; thence South $00^{\circ}48'$ East to the initial point; said tract being designated as Lots 18 and 19 of Block 9 of the unrecorded plat of North Bonneville, Washington.

Above property subject to easements, restrictions, and reservations of record.

TOGETHER WITH the list of equipment and items of personal property as set out in Exhibit "A" attached hereto, and by this reference incorporated herein as though fully set out.

TOGETHER with all increases, accretions and acquisitions in and to said mortgaged property, and all added or substituted parts and equipment therefor, and all property of a similar nature hereafter acquired by Mortgagors. This mortgage is given to secure the payment of Fifty-four Thousand Seven Hundred Eighty-one and 62/100 - (\$ 54,781.62) Dollars, together with interest thereon at the rate of 8 % from October 3, 1970.

According to the terms and conditions of one promissory notes bearing even date herewith made by Mortgagors payable to the order of the Mortgagees, and all renewals or extensions of the whole or any part thereof; together with all other indebtedness now or hereafter owing from Mortgagors to Mortgagees, together with all future advances and extensions or renewals of the same which Mortgagees may make to Mortgagors; provided however, that the total principal indebtedness to be secured hereby, outstanding and unpaid at any one time, shall not exceed the sum of \$54,781.62 Dollars, and nothing herein contained shall obligate the Mortgagees to make any future advances.

The Mortgagors also hereby covenant and agreed with the Mortgagees as follows:

1. All loans secured hereby are obtained by representations hereinafter set forth.
2. The Mortgagors own the mortgaged real property in fee simple and own all property, both real and personal, as their sole and separate property and are lawfully seized of all said property covered by this mortgage, and the same are free and clear of all encumbrances of any nature whatsoever.
3. The Mortgagors will pay before delinquency all taxes levied against the mortgaged property and will not permit or suffer any liens or charges to attach against the said property or any part thereof; will keep the same in good state of repair; will keep this mortgage a first and only lien thereof and will not use said property nor permit its use for any unlawful purpose; will not commit waste against the mortgaged property. Mortgagors will keep the mortgaged property continuously insured with companies suitable to the Mortgagees against fire, theft, property damage and other hazards designated from time to time by Mortgagees in an amount equal to the full insurable value thereof, or to all sums secured hereby, with a mortgage clause in favor of Mortgagees; will deliver the policies and receipts showing payments of premiums to Mortgagees and hereby give Mortgagees, in the event of loss, full power to collect any and all insurance upon said property and to retain therefrom all sums due hereby. Mortgagees accept no liability whatsoever for any loss that may occur for the omission of any of such forms of insurance.
4. Mortgagors will keep the personal property secured hereby within Clark or Skamania Counties at all times and will not remove the same therefrom without written consent of Mortgagees; will not sell, assign or transfer, or attempt to sell, assign or transfer the property or any interest therein.
5. The Mortgagors agree to protect and defend the interest of the Mortgagees in the mortgaged property against adverse claims of every nature whatsoever.

6. As further security for the payment of all indebtedness herein, all rents and profits of the mortgaged premises and the right, title and interest of the Mortgagors in and under all leases now or hereafter affecting said premises, are hereby assigned and transferred to the Mortgagees. So long as no default shall exist in compliance with any requirement hereof or of any modification hereof, the Mortgagees may collect the assigned rents and profits, if any, as the same fall due; but upon occurrence of any such default or at such time as the Mortgagees in their sole discretion may determine, all rights of the Mortgagors to collect or receive rents or profits shall wholly terminate.

7. Time is of the essence of this mortgage, and in the event of any default in the payment of principal, interest, taxes, insurance premiums or other charges secured by this mortgage, or in the performance of any covenant or condition hereof, or of the falsity of any representation by Mortgagors herein, or if Mortgagees believe the mortgaged property is being or will be injured, wasted, destroyed, lost or removed, or feel insecure, or if the property should be seized or levied upon under mesne or final process had against the Mortgagors, the entire debt secured hereby shall at the Mortgagees' option become immediately due and payable without notice and given immediate right of foreclosure without notice. No waiver of any breach or extension as to any covenant hereof shall be deemed or shall imply such as to any other or subsequent breach of covenant.

8. Mortgagees may, at their option, pay any tax assessment, insurance premium, claims or liens asserted against any of the mortgaged property, expenses and repairs, or other charges payable by Mortgagors, and any amounts so paid with interest thereon at the rate of 8 % per annum from the date of payment until repaid, shall be payable by Mortgagors on demand, and shall also be secured by this mortgage without waiver of any right arising from breach of any of the covenants hereof.

9. No waiver of any of the terms or conditions of this mortgage shall be deemed to have been given by Mortgagees unless the same be in writing and signed by Mortgagees.

10. In the event any note, debt or advances secured hereby are referred to attorneys for collection, in whole or any part thereof, or in the event suit is instituted to recover said principal or interest or any part thereof, or to foreclose this mortgage, or to protect or defend the security of this mortgage, Mortgagors promise to pay in addition to the costs provided by law, a reasonable sum as attorney's fee. Mortgagees are hereby authorized, in the event of the breach of any of the terms hereof by Mortgagors, to enter any premises of Mortgagors or other places where the mortgaged property may be and take possession of the property without notice or demand and without legal proceedings. In the event of foreclosure under statutory notice and sale, Mortgagees shall have the right to charge against Mortgagors, and Mortgagors agree to pay as a part of the cost of said sale, the expense of any bond of indemnity required by the sheriff in making said sale, as well as any and all other expenses connected with said sale and an attorney's fee of \$1,000.00. At any sale hereunder, Mortgagees shall have the right to become a purchaser. Mortgagors promise to pay any deficiency remaining after the application of the proceeds of any sale upon the indebtedness hereby secured.

11. All rights herein conferred upon the Mortgagees are intended to be cumulative merely and not exclusive of any other rights or remedies which Mortgagees may have. Any assignee of this mortgage shall have all of the rights and remedies of the Mortgagees.

12. Should any provision, clause or portion of this mortgage be adjudged unlawful or unenforceable for any reason, such provision, clause or portion so adjudged shall be stricken from this mortgage and the balance of this mortgage shall be unaffected by so doing.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals this 3rd day of October, 1970

Alvin A. Unrein

Neoma M. Unrein

Patricia L. Unrein

Patricia L. Unrein

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this day personally appeared before me WALTER F. UNREIN, PATRICIA L. UNREIN, ALVIN A. UNREIN and NEOMA M. UNREIN, 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 3rd day of October, 1970.

Earl W. Burgess
Notary Public in and for the State
of Washington; residing at Battle
Ground, therein.

