

REAL PROPERTY MORTGAGE

FOR VALUE RECEIVED Rudolph M. Hegewald (R. M. Hegewald) and Helen Hegewald,
Mortgagor, hereby mortgages to SEATTLE-FIRST NATIONAL BANK, a national banking association, Mortgagee,
and to its successors and assigns, the following described real property situate in the county of Skamania,
Washington, to wit:

"SCHEDULE A"

A strip of land situated in the N. E. quarter of Section 2, Township 2 North range 7 East W. M.; said strip of land more particularly described as follows; commencing at the North quarter corner common to Sections 2 and 35, a found iron pin; thence N 89° 37' 00" E along the North Section line to the East R. O. W. margin of Red Bluff Road; thence continuing along said section line 671.75 feet to the true point of beginning; thence continuing along said section line to a point which is 823.66 feet West of the N. E. corner of Section 2; thence S 0° 6' 12" E 360 feet; thence S 89° 37' 00" W 10.0 feet; thence N 0° 6' 12" W 345 feet; thence S 89° 37' 00" W 133.22 feet; thence S 0° 6' 12" E 55.0 feet; thence S 89° 37' 00" W 30.0 feet; thence N 0° 6' 12" W 55.0 feet; thence S 89° 37' 00" W to a point which is located 15 feet South of the T. P. O. B., thence N 0° 6' 12" W 15 feet to the T. P. O. B.

together with all interest and estate in such property that the Mortgagor may hereafter acquire and together with the rents, issues and profits therefrom, all waters and water rights however evidenced or manifested, and all appurtenances, fixtures (including but not limited to window shades, window screens, venetian blinds, screen doors, furnaces, oil burners, stokers and all other heating and air conditioning equipment) attachments, tenements and hereditaments, now or hereafter belonging, or appertaining thereto, to secure the payment of ----- Fifty Thousand
\$ No/100 dollars,

evidenced by one promissory note of even date executed by Mortgagor to the Mortgagee and such sums as are expended by Mortgagee for the protection, preservation or recovery of the mortgaged property or Mortgagee's interest therein or in the realization by Mortgagee upon the security of this mortgage, together with interest on the said obligations, and of any renewals or extensions thereof.

(A) MORTGAGOR WARRANTS to Mortgagee that Mortgagor owns the mortgaged property in fee simple, that Mortgagor has a lawful right to mortgage it, and that it is free of adverse claims, encumbrances, limitations, liens and charges of any type whatsoever.

(B) MORTGAGOR COVENANTS for Mortgagee and Mortgagee's successors, assigns, heirs, executors and administrators:

- (1) To pay before delinquency, all taxes, assessments, unemployment compensation, social security, workmen's compensation or other charges of any kind, which may be levied or become a lien on this mortgage, and the obligations secured by it, or the mortgaged property, or any part thereof, under any existing or future law, and to deliver to Mortgagee receipts evidencing such payments;
- (2) To complete all improvements now in progress or about to be built thereon, within six months from date hereof;
- (3) To keep the mortgaged property continuously insured with loss payable to Mortgagee as its interest may appear, in such forms, companies, and against fire and such other hazards, as are designated by Mortgagee for the full insurable value up to at least the amount of indebtedness secured hereby, to deliver all policies covering the mortgaged property to Mortgagee, together with receipts evidencing payment of premiums, and to deliver all renewal policies to Mortgagee not later than five (5) days prior to the expiration of the policy renewed, and that Mortgagee will not be responsible for any defect in form or coverage in any policy held by it; at the option of the Mortgagee, the proceeds of a loss under any policy, whether endorsed payable to the Mortgagee or not, may be applied in payment of the principal, interest or any other sum secured by this instrument, whether due or not, or to the restoration or replacement of any improvement or building on such premises, without in any way affecting the lien of this instrument or the obligation of the Mortgagor, or any other person, for the payment of the indebtedness hereby secured, whether such Mortgagor be the then owner of said premises or not;



- (4) To preserve and maintain the mortgaged property and all improvements thereon in good repair and condition free from any damage, alteration, destruction, removal, or injurious or unlawful use;
- (5) To protect and defend the interest of Mortgagee in the mortgaged property against adverse claims of any nature whatsoever;
- (6) To promptly and strictly comply with all municipal, state and federal ordinances, statutes, laws, public orders and regulations regarding the use, maintenance, ownership or condition of the mortgaged property or any part thereof;
- (7) To permit the inspection by Mortgagee of the mortgaged property at any time and as often as Mortgagee may desire;
- (8) That the proceeds from the sale of the property in foreclosure may be applied by Mortgagee in its sole discretion to any obligation secured by this mortgage and as Mortgagee may elect at the time of such application;
- (9) To pay, if any obligation secured by this mortgage is referred to an attorney for collection in whole or in part, a reasonable attorney fee, whether or not suit is instituted on such obligation, and all other expenses incurred by Mortgagee in such collection or in realization upon this mortgage, including but not limited to expenses of title search;
- (10) That Mortgagee may at any time, without notice, release parts or all of the mortgaged property from the lien of this mortgage without thereby affecting the personal liability of any person whomsoever for the payment of any obligation secured by this mortgage;
- (11) To create a fund for payment of taxes, special improvements, assessments, insurance premiums, and water charge, if any, by paying to Mortgagee, in addition to installments on the secured obligation, such amounts as Mortgagee may deem necessary for that purpose and at such times as Mortgagee may request; said fund to be held by the Mortgagee without payment of any interest;
- (12) That if any provision, clause or portion of this mortgage be adjudged unlawful or unenforceable for any reason, the provision, clause or portion so adjudged shall be deemed stricken from this mortgage, and that the balance of this mortgage shall be unaffected by so doing;
- (13) Not to assign or transfer any right, title or interest of the Mortgagor in any of the rents and profits of the mortgaged premises without the prior consent in writing of the Mortgagee;
- (14) To reimburse Mortgagee upon demand for any expenses incurred by Mortgagee in its exercise of the powers conferred on the Mortgagee in the next succeeding paragraph, together with interest thereon at the highest lawful rate from the date upon which such expenses were incurred.

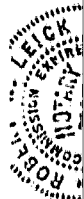
(C) MORTGAGOR AUTHORIZES and empowers Mortgagee to do, at Mortgagee's option and at Mortgagor's expense, anything which Mortgagor has in paragraphs B (1) to B (6) inclusive of this mortgage covenanted to do and to be the sole judge of the legality or validity of any tax, assessment, claim or lien asserted against the mortgaged property and of the need for repairs thereto or maintenance thereof, that the election of the Mortgagee to so exercise the said option shall not be considered a waiving of any other right or remedy of the Mortgagee for the breach of any covenant herein by the Mortgagor. Mortgagee is further empowered to declare, at its election and without prior notice to Mortgagor, immediately due and payable any obligation secured by this mortgage, in the event of default by Mortgagor in the payment of principal or interest or any obligation secured by this mortgage, or in the event of any breach of any warranty or covenant of Mortgagor contained in this mortgage, or if Mortgagor (or either of them if Mortgagor be more than one person) is adjudged insolvent or becomes a bankrupt.

(D) 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 Mortgagor in and under all leases now or hereafter affecting said premises, are hereby assigned and transferred to the Mortgagee. So long as no default shall exist in compliance with any requirement hereof or of any modification hereof, the Mortgagor may collect the assigned rents and profits as the same fall due, but upon the occurrence of any such default, or at such later time as the Mortgagee in its sole discretion may determine, all right of the Mortgagor to collect or receive rents or profits shall wholly terminate. All rents or profits which any present or future owner of the mortgaged premises shall be permitted to collect hereunder shall be received by him in trust to pay the usual and reasonable operating expenses of, and the taxes upon, such premises and the sums owing the Mortgagee as they become due and payable as provided in this mortgage or in any modification hereof. The balance of such rents and profits after payment of such operating expenses, taxes and sums due the Mortgagee, shall be the owner's absolute property.

(E) MORTGAGOR AGREES that time is of the essence of this mortgage; and if every obligation secured by it and that no waiver or indulgence by Mortgagee of any delay, default or other departure by Mortgagor from full and strict or timely performance of the terms of this mortgage or of any obligation secured by it is or can be a waiver by Mortgagee of its right to either or subsequent full, strict and timely performance of every covenant of this mortgage and of the obligations secured by it, or to the exercise of any power conferred on Mortgagee by this mortgage or by operation of law; that all rights and remedies conferred by this mortgage upon Mortgagee are only cumulative and are not exclusive of any other rights or remedies or power which Mortgagee may have by law or by contract; and that no purported extension, modification or waiver by Mortgagee of any term or provision of this mortgage or of any obligation secured by it shall be effective unless made in writing and signed by a duly authorized officer of Mortgagee; that the Mortgagee may make a personal deficiency judgment for the debts and obligations hereby secured to the intent that said debts and obligations may be paid in full irrespective of this security.

EXECUTED at Vancouver, Washington, this 29th day of January, 1971.

[Signature]
[Signature]



CORPORATE

STATE OF WASHINGTON }
County of _____ } SS

On this _____ day of _____, 19____, before me personally appeared _____

and _____

to me known to be the _____ and _____ respectively of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each each stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____

STATE OF WASHINGTON }
County of _____ } SS

_____ and _____
each being duly

sworn on oath deposes and states that they are the _____

_____ and _____ respectively, of the mortgager corporation, that each makes this affidavit in its behalf, and is authorized so to do, that the aforesaid mortgage is made in good faith, and without any design to hinder, delay, or defraud creditors.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public in and for the State of Washington,
Residing at _____

INDIVIDUAL

STATE OF WASHINGTON }
County of Strom } SS

On this day, personally appeared before me Rudolph M. Hegewald (R. M. Hegewald) and Helen Hegewald

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 29th day of January, 1971.

Ralph K. R. R.
Notary Public in and for the State of Washington,
Residing at Vancouver, Washington

STATE OF WASHINGTON }
County of _____ } SS

Each of the undersigned, being first duly sworn, on oath deposes and says: That he is one of the mortgagors in the foregoing mortgage, that the aforesaid mortgage is made in good faith, and without any design to hinder, delay, or defraud creditors.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public in and for the State of Washington,
Residing at _____

