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BOOK 48 PAGE 78

REAL ESTATE MORTGAGE

(Washington Form)

THIS MORTGAGE made this 31st day of December, 19 69, by and between

GARY R. HEGEWALD and JUDITH A. HEGEWALD, husband and wife

of Stevenson, County of Skamania, State of Washington, hereinafter called "mortgagor", and THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee", at its

Camas Branch Office in Camas, Washington,

WITNESSETH:

The mortgagor hereby mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

Lot 5 of STRAWBERRY HILL TRACTS in Section 36, Township 3 North, Range 7½ E. W. M., according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington;
ALSO: That portion of Lot 6 of STRAWBERRY HILL TRACTS aforesaid described as follows: Beginning at the southwest corner of Lot 7 of the said Strawberry Hill Tracts; thence west 175.5 feet; thence south 144 feet to intersection with the south line of the said Lot 6; thence east 175.5 feet to the southeast corner of the said Lot 6; thence north along the east line of the said Lot 6 a distance of 144 feet to the point of beginning.

TOGETHER WITH all right, title and interest therein, now owned or hereafter acquired, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all fixtures, apparatus and equipment which are now or may hereafter be in any way attached to or part of said real property or any improvements thereon, including, but without limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboard, plumbing, lifting, refrigerating, air cooling and air conditioning, ventilators, stoves, wall beds, refrigerators, cabinets, partitions, ducts and compressors, and any and all renewals, replacements, betterments and substitutions to any and all of the foregoing, all of which said property shall be deemed as between the parties hereto to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of ($ 30,000.00), * * * * * * THIRTY THOUSAND AND NO/100 * Dollars, together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgagor in favor of the mortgagee, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgagor to the mortgagee of such additional sums of money as may hereafter be loaned or advanced by the mortgagee to or for the account of mortgagor, including any renewals or extensions thereof, it being provided, however, that the unpaid principal balance of all loans or advances made by the mortgagee to or for the account of mortgagor which are to be secured hereby shall not at any one time exceed the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgagor to the mortgagee; it being further provided that nothing herein contained shall be construed as obligating or shall obligate the mortgagee to make any such future loans or advances.

The mortgagor covenants and agrees with the mortgagee that said mortgagor will:

(1) Forever warrant the title to all of said premises to be free and clear of all liens and encumbrances other than this mortgage, and will execute and deliver any further necessary assurances of title thereto;

(2) Promptly pay the principal and interest of said indebtedness in accordance with the terms of said promissory note or notes or any renewals or extensions thereof;

(3) Pay and discharge, as the same become due and payable, and prior to delinquency, all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those hereinabove specified, which are now or may hereafter be levied or assessed against or become liens upon the above described premises or any part thereof, or upon this mortgage or the money or debt secured hereby, until all of the said indebtedness secured by these presents is fully paid and satisfied;

(4) Maintain, preserve and keep all of the property mortgaged hereunder in good order and repair and will not commit or permit waste thereof;

(5) Keep the mortgaged property continually insured against loss or damage by fire, with extended coverage, in an amount (but in no event less than the principal sum aforesaid), under form(s) of policy (with loss payable and mortgagee clause in favor of mortgagee attached), and with a reliable insurance company or companies, all as may be required by and satisfactory to mortgagee, and cause each such policy to be assigned to, and deposited with mortgagee, together with timely evidence of advance payment of all premiums thereon.

In the event of a breach of any of the aforesaid agreements or covenants, the mortgagee may, but shall not be obligated to, pay any sums or perform any acts necessary to remedy such breach, and all sums so paid and expenses incurred in such performance shall be repaid by mortgagor to mortgagee on demand, with interest at the rate of ten per cent (10%) per annum from the date of such payment, and all such payments shall be secured by this mortgage. The receipt of the tax official, assessing body, insurance company, or other person to whom mortgagee makes any such payment shall be conclusive evidence as between mortgagor and mortgagee of the propriety of such payment.

Any moneys payable under any insurance policy aforesaid, and any moneys which may be awarded, recovered, or settled upon, for the taking, damaging or condemnation of all or any portion of the mortgaged property shall be applied, at mortgagee's option, when received, toward payment of the indebtedness and other sums secured hereby.

Time is of the essence of this mortgage, and in the event of a breach of any of the covenants, warranties or agreements contained herein, then the entire indebtedness hereby secured shall at the option of the mortgagee become immediately due and payable, without notice, and this mortgage may be foreclosed, and in any foreclosure of this mortgage a deficiency judgment may be taken by the mortgagee for any balance of the judgment, interest and costs that may remain unsatisfied after the foreclosure sale of said mortgaged property.

In the event of any suit or other proceeding for the recovery of said indebtedness and/or the foreclosure of this mortgage, or wherein mortgagee shall appear to establish or protect the lien hereof, the mortgagor agrees to pay to mortgagee as attorneys' fees a sum equal to 5 percent of the unpaid principal secured hereby as of the time of the breach or other occurrence giving rise to such suit or proceeding (but in no event less than $150), together with such additional sums as the court may award as such fees by reason of contest by mortgagor or persons claiming under mortgagor, in such suit or proceeding, together with the amounts then customarily charged by local title insurance companies for search and report on title preliminary to foreclosure, all of which sums shall be and are secured hereby.

This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall inure to the benefit of mortgagee, its successors and assigns. Words used herein shall take the singular or plural number as the number of parties hereto may require; and if there is more than one signer as mortgagor, their obligations hereunder shall be joint and several.

The within-described mortgaged property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, the person(s) designated as mortgagor have set hand and seal hereto, the day and year first above written.

Gary R. Hegewald

Judith A. Hegewald

NBC [illegible]

STATE OF WASHINGTON,
County of Clark } ss

NOTARIAL ACKNOWLEDGMENT
(Individual or Partnership)

On this 31st day of December, 1969, before me personally appeared Gary E. Hegewald and Judith A. Hegewald

to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged signed and sealed the same as their free and voluntary act and deed for the uses and purposes and in the capacity(ies) therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Doris Parsons
Notary Public in and for the State of Washington,
residing at Camas

STATE OF WASHINGTON,
County of } ss

NOTARIAL ACKNOWLEDGMENT
(Corporation)

On this day of , 19 , before me personally appeared

and to me known to be the and 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 on oath stated that they were 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.

(Notarial Seal)

Notary Public in and for the State of Washington,
residing at

1970
RECEIVED
CLARK COUNTY

71744

REAL ESTATE MORTGAGE
(Washington Form)

Filed for Record at Request of

NATIONAL BANK of COMMERCE of Seattle

STATE OF WASHINGTON
COUNTY OF

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY

WAS RECORDED

COUNTY AUDITOR

REGISTERED
INDEXED
RECORDED