73138

## MORTGAGE

BOOK 48 PAGE 790'

The Mortgagors,

HEGEWALD TIMBER COMPANY, INC., a Weshington Corporation;

or Stavenson, Washington

Hereby mortgage to Clarke County Savings and Loan Association, a Washington corporation, the following described real property situated in XXXIIXCOUNTY, State of Washington, to-wit: Skamania

The Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW1 NW2 NE4) of Section 1, Township 3 North, Range 7 E.W.M.; said tract of real property being also described as the NW1 of Government Lot 14 of the said Section 1; EXCEPT that portion thereof conveyed to the State of Washington for right of way for Secondary State Highway No. 8-C as relocated.

and all interest or estate therein that the mortgagers may hereafter acquire, together with the appurtenances and all awnings, window shades, servens, mantles, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus, furnace and heating systems, water heaters, burners, fuel storage him and tanks and irrigation systems and all built-in mirrors, ovens, cooking tanges, refrigerators, dishwashers and cupboards and cabinets, and all trees, gardons and shrubbery, and other like things and matters, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, all of which shall be construed as a part of the realty. The within described mortgaged property is not used principally for agricultural or farming purposes.

each, month

with interest thereon, and payable in monthly installments of \$ 323.50

beginning on the 10th day of Larch 1971, and payable on th10th day of each month thereafter, according to the terms and conditions of one certain promissory note bearing even date herewith.

This mortgage lim shall continue in force and exist as security for any and all other advances which may bereafter be nade by the Mortgages to the Mortgagor, and shall continue in force that exist as security for any debt now owing, or hereafter to become owing, by the Mortgagor to the 3 ortgages.

The Mortgagors hereby (jointly and severally if more than one) ecvenant and agree with the Mortgagee as follows:

That the Mortgagors have a valid, unincumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all person whomsoever.

That the Mortgagors will during the continuance of this mortgage, permit no waste or strip of the mortga and will keep the buildings and appurtenances on said property in good state of repair,

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fall to pay any installment of principal or interest provided for in said note, or any sum due under this mortgage, or breach of any covenant or agreement herein contained, then the entire dobt secured by this mortgage shall, at the election of the Mortgages, become immediately due and payable. Should the Mortgagors fall to pay ary sum which they are required to pay, the Mortgages may, without waiver of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest thereon at 10° per snaum shall become Immediately payable to the Mortgage and shall be secured by this mortgage. Any payments made by the Mortgagors upon the indebtedness secured by this mortgage may be applied as the Mortgages may elect either upon the amount which may be due upon said promissory note or upon any amount which may be due under the provisions of this mortgage.

That the Mortgages will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagee may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the Mortgagee and for the protection of the latter, and that the Morgagors will cause all insurance policies to be suitably endorsed and delivered to the Mortgagee, together with receipts showing payment of all premiums due therefor, and that the Mortgagors will keep no insurance on said building other than as stated herein. That it shall be optional with the Mortgagee to nane the company or companies and the agents thereof by which the insurance shall be written, and to refuse acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or acceptant of an acceptance of the Mortgagoes be held responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insuring against. That the Mortgagee is authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the Mortgagors and their assigns and the Mortgagee.

That the Morigagors will pay all taxes, assessments, and other governmental levies, now or hereafter assessed against the mortgaged premises, or imposed upon this mortgage or the note secured hereby, as soon as the same become due and payable, and shall immediately pay and discharge tany lien having precedence over this mortgage. And to assure prompt payatwelf: h of the annual insurance premiums, taxes, assessments, and other governmental levies, which are or may become due from time to time as conditions may require. The budget payments so accumulated may be applied by the Mortgagee to the note secured hereby, the annount of such payments to be adjusted payment of such taxes, assessments, or levies, in the amounts always by the official statements thereof, and to the payment of mortgagee as collateral security for full performance of this mortgage and the note secured hereby and the Mortgagee may, at mortgage.

In any action brought to foreclose this mortgage or to protect the lien hereof, the Mortgagee shall be entitled to recover from the Mortgagors a reasonable attorney fee to be allowed by the court, and the reasonable cost of searching the records and challeng abstracts of title or title reports for use in said action, and said sums shall be secured by this mortgage. In such forecast and a deficiency judgment may be entered in favor of the Mortgagee, and a receiver may be appointed at the Mortgagee's request to collect the rents, issues and profits from the mortgaged premises.

And it is further covenanted and agreed that the owner and holder of this mortgage and of the promissory note secured hereby shall have the right, without notice, to grant to any person liable for said mortgage indebtedness, any extension of time for payment of all or any part thereof, without in any way affecting the personal liability of any party colligated to pay such

Wherever the terms "mortgagors" occur herein it shall mean "mortgagor" when only one person executed this document, and the liability hereunder shall be joint and several.

Dated at Camas, Washington February 9th , 4. D. 19 71 111 B 3/2 HEGEWALD TIMBER COMPANY, INC., a Washington Corporation; By Rudolph M. Hegwild, President Helen Hegewald, Assi Secretary ... STATE OF WASHINGTON County of Skamania

On this 9th, day of February, 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personnally appeared RUDOLPH M. HEGEWALD, and HELEN HEGEWALD, to me known personnally appeared nobolith it. Historically, and Health Historically, of HEGEWALD TIMBER to be the President and Assistant Secretary, respectively of HEGEWALD TIMBER COMPANY, INC., the Corperation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed acknowledged the said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and on that stated that they are authorized to execute the said instrument and that the seal affixed is the Corporate seal of said Corporation.

Witness my hand and official seal hereto affixed the day and year first

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

Washington Corporation COMPANY, CL#RIE COURTY SAVINGS AND LOAN ASSOCIATION MORTGAGE HEREBY CERTIFY THAT THE COUNTY OF SHARPS ISS Comor. Weahington HEC EVALD TIMBER Joan No. 4065 2 FCORDS OF

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