

FEDERAL LAND BANK MORTGAGE

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Auditor, Clerk or Recorder

KNOW ALL MEN BY THESE PRESENTS, That on this 30th day
of March, 1972,Jack D. Collins, Jr. and Irma B. Collins, husbandand wife,

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, hereinafter called the Mortgagee, the following described real estate in the County of Skamania, State of Washington:

The description of the real property covered by this mortgage consists of two pages marked EXHIBIT "A" which are attached hereto and are by reference made a part hereof.

EXHIBIT "A"

Page 1 of 2

PARCEL NO. 1

Beginning at a point 40 rods south of the northwest corner of Section 9, Township 1 North, Range 5 E. W. M.; thence south 122 rods, more or less, to the north line of the old Cape Horn-Mount Zion Road; thence northeasterly and following the north line of said road to a point on the south line of the Northwest Quarter (NW $\frac{1}{4}$) of the said Section; thence east on said south line to the Southeast corner of said Northwest Quarter (NW $\frac{1}{4}$); thence north along the east line of said Northwest Quarter (NW $\frac{1}{4}$) 120 rods, more or less, to the southeast corner of the North Half of the Northeast Quarter of the Northwest Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of the said Section 9; thence west to a point which is 40 rods south of the northeast corner of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of the said Section; thence west 80 rods, more or less, to the point of beginning;

EXCEPT the following:

- (1) One acre, more or less, conveyed to Skamania County by E. A. Strunk and E. Pearl Strunk, his wife, and D. H. Strunk by deed dated April 5, 1923, and recorded April 6, 1923, at page 209 of Book T of Deeds, Records of Skamania County, Washington.
- (2) A transmission line easement granted to the United States of America for the Bonneville-Camas-Vancouver transmission line 100 feet in width on, over and across the real estate under search by deed dated March 11, 1942, and recorded at page 89 of Book 29 of Deeds, Records of Skamania County, Washington.
- (3) An easement for an access road right of way 14 feet in width granted to the United States of America for use in connection with the Bonneville-Camas-Vancouver transmission line by deed dated November 12, 1942, and recorded at page 362 of Book 29 of Deeds, Records of Skamania County, Washington.

PARCEL NO. 2

The Southwest Quarter (SW $\frac{1}{4}$) of Section 9, Township 1 North, Range 5 E. W. M.; and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 8, Township 1 North, Range 5 E. W. M.

EXCEPT the following:

- (1) Ten acres off the east end of the North half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of the said Section 9;
- (2) One acre described as follows: Beginning at the northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of the said Section 9; thence south 2 rods to the north line of Cape Horn-Mount Zion Road; thence along the northerly line of said road to the northeast corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of the said Section 9; thence west to the point of beginning;
- (3) Thirty acres, more or less, conveyed to Henry J. Biddle by deed recorded at page 227 of Book 11 of Deeds, Records of Skamania County, Washington, and easement for road described in said deed;

Witness my hand and seal this 30th day of March, 1972.

Page 2 of 2

EXHIBIT "A"

PARCEL NO. 3

A tract of land located in the South Half of the Northeast Quarter ($S\frac{1}{2} NE\frac{1}{4}$) and in the North Half of the Southeast Quarter ($N\frac{1}{2} SE\frac{1}{4}$) of Section 8, Township 1 North, Range 5 E. W. M., described as follows:

Beginning at a point on the center line of the county road known and designated as the Mt. Pleasant Road at its intersection with the east line of the said Section 8, said point being north 167 feet, more or less, from the quarter corner on the east line of the said Section 8; thence in a westerly direction following the center line of the said Mt. Pleasant Road to its intersection with the center line of the county road known and designated as the Belle Center Road; thence along an angle turn to the left following the center line of the said Belle Center Road south $31^{\circ} 24'$ west to intersection with the quarter section line running north and south through the center of the said Section 8; thence south along said quarter section line to the southwest corner of the $N\frac{1}{2}$ of the $SE\frac{1}{4}$ of the said Section 8; thence east 2,640 feet, more or less, to the southeast corner of the $N\frac{1}{2}$ of the $SE\frac{1}{4}$ of the said Section 8; thence north along the east line of the said Section 8 a distance of 1,427 feet, more or less, to the point of beginning.

Initials: W. J. C. J.



including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus, stationary scales; and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of \$ 20,500.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of December, 1991. All payments not made when due shall bear interest thereafter until paid at 10 per cent per annum.

MORTGAGORS COVENANT AND AGREE:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land;

To pay all debts and moneys secured hereby when due;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolition of any thereof; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husbandlike manner, using approved methods of preserving the fertility thereof, to keep the orchards on said land properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises, not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises;

To pay when due all taxes, assessments and other charges upon said premises and to deliver to the mortgagee proper receipts therefor; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises;

To keep all buildings insured against loss or damage by fire and such other risk in manner and form and in such company or companies and in such amount as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee upon request all insurance policies affecting the mortgaged premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee, with a mortgagee clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy, which, if not used in accordance with the regulations of the Farm Credit Administration for reconstruction of the buildings damaged or destroyed, may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part, and all expenditures made by the mortgagee in so doing shall draw interest at the rate of 10 per cent per annum, and shall be immediately repayable by the mortgagors without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

Time is material and of the essence hereof, and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor except, by the written permission of said mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, all indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

Jack D. Collins, Jr. and Irma B. Collins, husband
and wife,

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, hereinafter called the Mortgagee, the following described real estate in the County of Skamania, State of Washington:

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EXCEPT the following:

- (1) One acre, more or less, conveyed to Skamania County by E. A. Strunk and E. Pearl Strunk, his wife, and D. H. Strunk by deed dated April 5, 1923, and recorded April 6, 1923, at page 200 of Book T of Deeds, Records of Skamania County, Washington.
- (2) A transmission line easement granted to the United States of America for the Bonneville-Camas-Vancouver transmission line 100 feet in width on, over and across the real estate under search by deed dated March 11, 1942, and recorded at page 89 of Book 29 of Deeds, Records of Skamania County, Washington.
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PARCEL NO. 2

The Southwest Quarter (SW $\frac{1}{4}$) of Section 9, Township 1 North, Range 5 E., W. M.; and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 8, Township 1 North, Range 5 E., W. M.

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- (3) Thirty acres, more or less, conveyed to Henry J. Biddle by deed recorded at page 227 of Book N of Deeds, Records of Skamania County, Washington, and easement for road described in said deed;
- (4) Spring and easement described in deed to Fred Cocher and Alfred Cocher, recorded at page 326 of Book I of Deeds, Records of Skamania County, Washington.

Initials: *[Signature]*

EXHIBIT "A"

BOOK 49 PAGE 456

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PARCEL NO. 3

A tract of land located in the South Half of the Northeast Quarter ($S\frac{1}{2} NE\frac{1}{4}$) and in the North Half of the Southeast Quarter ($N\frac{1}{2} SE\frac{1}{4}$) of Section 8, Township 1 North, Range 5 E. W. M., described as follows:

Beginning at a point on the center line of the county road known and designated as the Mt. Pleasant Road at its intersection with the east line of the said Section 8, said point being north 107 feet, more or less, from the quarter corner on the east line of the said Section 8; thence in a westerly direction following the center line of the said Mt. Pleasant Road to its intersection with the center line of the county road known and designated as the Belle Center Road; thence along an angle turn to the left following the center line of the said Belle Center Road south $31^{\circ} 24'$ west to intersection with the quarter section line running north and south through the center of the said Section 8; thence south along said quarter section line to the southwest corner of the $N\frac{1}{2}$ of the $SE\frac{1}{4}$ of the said Section 8; thence east 2,640 feet, more or less, to the southeast corner of the $N\frac{1}{2}$ of the $SE\frac{1}{4}$ of the said Section 8; thence north along the east line of the said Section 8 a distance of 1,427 feet, more or less, to the point of beginning.

Initials: W. J. H. J.



premises, now held by mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus, stationary scales and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, as used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the sum of one promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of \$ 20,500.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of December, 1991. All payments not made when due shall bear interest thereafter until paid at 10 per cent per annum.

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That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land;

To pay all debts and moneys secured hereby when due;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolition of any thereof; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said land properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises;

To pay when due all taxes, assessments and other charges upon said premises and to deliver to the mortgagee proper receipts therefor; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises;

To keep all buildings insured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amount as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee upon request all insurance policies affecting the mortgaged premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee, with a mortgagee clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy, which, if not used in accordance with the regulations of the Farm Credit Administration for reconstruction of the buildings damaged or destroyed, may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled at its option to receive as compensation for the portion taken and damage to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part, and all expenditures made by the mortgagee in so doing shall draw interest at the rate of 10 per cent per annum, and shall be immediately repayable by the mortgagors without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor except, by the written permission of said mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, all indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed, but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full herein.

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

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

STATE OF WV }
County of Cla. K } ss.

On Apr. 3, 1972, before me personally appeared

Jack D. Collins, Jr. and Irma B. Collins,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

NOTARY PUBLIC

My Commission Expires 12-12-73

STATE OF _____ }
County of _____ } ss.

On _____, before me personally appeared

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

NOTARY PUBLIC

My Commission Expires _____