

REAL ESTATE MORTGAGE

THE MORTGAGORS, ROBERT A. BIRT and GIGI BIRT, husband and wife, hereinafter called the "Mortgagors", mortgage to WASHOUGAL TEXTILE FEDERAL CREDIT UNION, hereinafter called the "Mortgagee", the following described real property situated in the County of Skamania, State of Washington, to-wit:

The South 264 feet of the West half of the West half of the Southwest Quarter of the Southeast Quarter (W-1/2 W-1/2 SW-1/4 SE-1/4) of Section Six (6), Township One (1) North, Range Five (5), E. W. M.; EXCEPT the east 165 feet thereof. SUBJECT TO an easement and right of way for an electric power transmission line acquired by Northwestern Electric Company, a corporation. SUBJECT ALSO TO easements and rights of way for County Road No. 1004 designated as the Belle Center Road.

together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of \$3,060.00, with interest from date until paid, according to the terms of a certain promissory note bearing even date herewith.

The Mortgagors covenant and agree with the Mortgagee as follows: That they are lawfully seized of the property in fee simple and have good right to mortgage and convey it; that the property is free from all liens and encumbrances of every kind except as herein set forth; that they will keep the property free from any encumbrances prior to this mortgage; that they will pay all taxes and assessments levied or imposed on the property and/or will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt hereby secured, at least ten (10) days before delinquency, and will immediately deliver proper receipts therefor to the Mortgagee; that they will not permit waste of the property; that they will keep all buildings now or hereafter placed on the property in good order and repair and unceasingly insured to the extent of the full insurable value thereof in any company acceptable to Mortgagee and for the Mortgagee's benefit, and will deliver to Mortgagee the policies, and renewals thereof at least five (5) days before expiration of the old policies, if so requested.

Should the Mortgagors default in any of the foregoing covenants or agreements, then the Mortgagee may perform the same and may pay any part or all of principal and interest of any prior encumbrance or of insurance premiums or other charges secured hereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the Mortgagors on demand, and shall also be secured by this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof. The Mortgagee shall be the sole judge of the validity of any tax, assessment, or lien asserted against the property, and payment thereof by the Mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof, and if default be made in the payment of any sums hereby secured, or in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the Mortgagee become immediately due without notice, and this mortgage may be foreclosed.

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In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the Mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof, the Mortgagors agree to pay a reasonable sum as attorneys' fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

DATED this 22nd day of May, 1973.

Robert A. Birt

Gigi Birt

STATE OF WASHINGTON)

) ss.

COUNTY OF CLARK)

On this day personally appeared before me ROBERT A. BIRT and GIGI BIRT, husband and wife, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of May, 1973.

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

