

REAL ESTATE MORTGAGE

GIVEN UNDER HANDS OF JAMES C. BAILEY and BARBARA L. BAILEY, husband

and wife,

of the County of

Stevenson, Holmes

to wit: the sum of Six Thousand and no/100 Dollars
 together with interest thereon at the rate of five per cent
 from date until paid, according to the tenor of that
 certain promissory note bearing even date made
 by James C. Bailey and Barbara L. Bailey, Husband and wife,
 of the County of Stevenson, Holmes
 the following described real estate:

(See Attached Schedule A)



situated in the County of _____, State of Washington.

THE MORTGAGOR covenants lawful seisin of the premises in fee simple, good right and lawful authority to convey and mortgage the premises in the manner and form aforesaid, that the premises are free from encumbrance, that he will warrant and defend the same forever against the lawful claims and demands of all persons whatsoever, and that this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

THE MORTGAGOR agrees to keep the premises free from all statutory liens of every kind, and to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said premises, or any part thereof, and to keep all buildings and improvements now or hereafter placed on the property in good repair and unceasingly insured against loss or damage by fire to the extent of the full insurable value thereof, for the benefit of the mortgagee and deliver all policies and renewals to the mortgagee.

Time is the essence hereof, and if any of said sums of money herein referred to be not promptly and fully paid after the same severally become due and payable, or if default be made in the performance of any of the stipulations, agreements, conditions or covenants contained in this mortgage, or in said note, then the balance 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; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver of the right to exercise such option in case of any default.

In any suit 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 effect or protect the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with such suit, and further agrees to pay the reasonable costs of searching records and abstracting or insuring the title, and such sum shall be secured hereby and included in the decree of foreclosure.

IN WITNESS WHEREOF, said mortgagors, JAMES C. BAILEY and BARBARA L. BAILEY, husband and wife,

has subscribed and sealed this instrument at _____ Stevenson

Washington, this 7thday of September, 1973

Signed, Sealed and Delivered in Presence of

Paul Neely (SEAL)Paul Neely (SEAL)Paul Neely (SEAL)Paul Neely (SEAL)

STATE OF WASHINGTON
County of Skamania

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, Notary Public in and for the State of Washington,
do hereby certify that on this _____ day of _____, 1973, personally
appeared before me JAMES C. BAILEY and BARBARA L. BAILEY, husband and wife,

to me known to be the individual _____ described in and who executed the within instrument and acknowledged that
they signed and sealed the same as their free and voluntary act and deed for the uses and
purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of
_____, 1973.

Notary Public in and for the State of Washington, residing at _____ Stevenson _____ in said County.

76441

No. _____

REAL ESTATE MORTGAGE

FROM

TO

REGISTERED
INDEXED- DIR.
INDIRECT
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Robert L. Bailey
of Stevenson, Washington
AT 2:00 P.M. Aug 7 1973
WAS RECORDED IN BOOK 50
OF Vol 50 AT PAGE 674-5
RECORDED IN SKAMANIA COUNTY, WASH.
W. J. Bailey
COUNTY AUDITOR
W. J. Bailey

SCHEDULE A

PARCEL #1: Lots 3 and 5 of Block 7 of RIVERVIEW ADDITION to the Town of Stevenson, according to the official plat thereof on file and of record at page 21 of Book A of Plats, Records of Skamania County, Washington.

SUBJECT to an easement 20 ft. in width for a sewer line along the S line of said lots granted to the Town of Stevenson; and SUBJECT to an easement for a water main along the E line of said Lot 3 granted to the Town of Stevenson; and

PARCEL #2: A tract of land, consisting of a portion of Lot 16 of Block 7 of RIVERVIEW ADDITION to the town of Stevenson according to the official plat thereof on file and of record at page 21 of Book A of Plats, Records of Skamania County, Washington, and located within the Shephard D.L.C., and more particularly described as follows:

Beginning at the southwesterly corner of the said lot 16; thence north $34^{\circ} 30'$ west along the westerly line of said lot 16 a distance of 50 ft.; thence north $55^{\circ} 30'$ east a distance of 115 ft.; thence south $34^{\circ} 30'$ east a distance of 50 ft.; thence south $55^{\circ} 30'$ west a distance of 115 ft. to the point of beginning.

SUBJECT to easement for highway slopes granted to the State of Washington by deed dated April 8, 1949, and recorded June 1, 1949, at page 418 of Book 32 of Deeds, under Auditor's File No. 39297, records of Skamania County, Washington.