

REAL ESTATE MORTGAGE

THE MORTGAGORS, ROBERT D. COLLINS and MAXINE R. COLLINS, husband and wife, hereinafter called "the mortgagors", mortgage to T. G. COLLINS and ELOISE A. COLLINS, husband and wife, hereinafter called the "mortgagees", the following described real property situated in the County of Skamania, State of Washington, to-wit:

An undivided one-half (1/2) interest in the following described real estate:

A tract of land in the Northwest Quarter of the Northeast Quarter of Section Nineteen (19), Township One (1) North, Range Five (5) E.W.M., described as follows:

BEGINNING at a point 1,671.78 feet west from the Northeast corner of the said Section Nineteen (19), said point being located on the westerly bank of an unnamed stream; thence following the westerly bank of said stream south 27 feet to a point marked by an iron pipe; thence South 01°44' East 50.68 feet; thence South 43°24' West 41.39 feet; thence South 21°20' West 124.85 feet; thence South 39°25'30" East 102.21 feet; then South 13°45'30" east 199.68 feet; thence South 28°17' West 126.26 feet; thence South 16°13' East 215 feet, more or less, to intersection of the westerly bank of said stream with the northerly right of way line of Primary State Highway No. 8; thence in a southwesterly direction following the northerly right of way line of said highway to intersection with the west line of the Northwest quarter of the Northeast quarter of the said Section Nineteen; thence north 1,030 feet, more or less, along said west line to the quarter corner on the north line of the said Section Nineteen (19); thence following the north line of said Section Nineteen (19) a distance of 968.22 feet, more or less, to the point of beginning.

EXCEPT therefrom that portion thereof conveyed to M. Marion Filer and Dolores Mae Filer, husband and wife, by Statutory Warranty Deed dated September 28, 1976.

to secure the performance of the covenants and agreements hereinafter contained, and the payment of \$6,000.00, 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 mortgagees 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 will pay all taxes and assessments levied or imposed on this mortgage or the debt hereby secured, at least ten (10) days before delinquency, and will immediately deliver proper receipts therefor to the mortgagees; 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 against loss by fire to the extent of the full insurable value thereof in any company acceptable to the mortgagees and for the mortgagees' benefit, and will deliver to mortgagees 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 mortgagees 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 the date of payment shall be repayable to 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 mortgagees shall be the sole judge of the validity of any tax, assessment, or lien asserted against the property, and payment thereof by the

Mortgage:

-2-

mortgagees 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 such case the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagees become immediately due without notice, and this mortgage may be foreclosed.

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 mortgagees may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagees 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 titles, which sums shall be secured hereby and be included in any decree of foreclosure.

DATED this 12th day of October, 1973.

Robert D. Collins
Maxine R. Collins

STATE OF WASHINGTON

) ss.

COUNTY OF CLARK)

On this day personally appeared before me ROBERT D. COLLINS and MAXINE R. COLLINS, 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.

GIVEN under my hand and official seal this 12th day of October, 1973.



Simplex Peyer
Notary Public in and for the State of
Washington, Residing at Camas.

