

REAL ESTATE MORTGAGE

THE MORTGAGOR, ROBERT W. HARMSEN, mortgages to ELIZABETH J. UHLIK, a widow, to secure payment of the sum of Twenty-Nine Thousand, Eight Hundred Eight and no/100 Dollars (\$29,808.00), together with interest thereon at the rate of seven and one-half per cent (7 1/2%) per annum, from date until paid, according to the tenor of that certain promissory note bearing even date made by Robert W. Harmesen, payable in monthly installments of \$241.00, beginning on the 5th day of February, 1974, and continuing on the 5th day of each and every month thereafter until the entire remaining principal and interest has been paid in full, to the order of Elizabeth J. Uhlik; the following described real estate situate in the County of Skamania, State of Washington, to-wit:

Beginning at the center of Section 21, Township 3 North, Range 10 E.W.M.; thence east along the quarter section line 466.6 feet; thence South 466.6 feet; thence West 466.6 feet to quarter section line; thence North along quarter section line 466.6 feet to point of beginning; EXCEPTING THEREFROM, that portion of land previously conveyed by Warranty Deed dated October 1, 1971, from the grantor to Donald C. Thomas and Jean B. Thomas, husband and wife, said deed recorded in Book 63, Pg. 672, Deed Records of Skamania County, and said property more particularly described as follows:

Beginning at the center of the said Section 21; thence East along the quarter section line 466.6 feet to the initial point of the tract hereby described; thence South 466.6 feet; thence West 466.6 feet to the quarter section line; thence North approximately 45° E 657 feet, more or less, to the initial point.

THE MORTGAGOR covenants lawful seizin 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 whomsoever, 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 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.

THE MORTGAGOR covenants not to sell, convey, assign or hypothecate the property which is the subject of this mortgage without the written consent of the mortgagee, and the mortgagee agrees not to unreasonably withhold her consent and further agrees to execute partial satisfactions of up to two (2) lots within the tract of land covered by this mortgage, provided that one-half of the sales price of said lot, or lots, shall be applied to reduce the principal indebtedness as it then exists; and, provided further, that any such partial satisfaction shall not reduce the mortgagee's proportionate security interest and all such partial satisfactions shall be with regard to lots that do not have substantial improvements such as buildings upon them.

TIME IS OF 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 mortgagor, Robert W. Hamsen, has subscribed and sealed this instrument at Stevenson, Washington, this 28th day of December, 1973.

Robert W. Hamsen (SEAL)

STATE OF WASHINGTON)
County of Skamania) ss.

I, the undersigned, Notary Public in and for the State of Washington, do hereby certify that on this 28th day of December, 1973, personally appeared before me ROBERT W. HARMSEN, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th day of December, 1973.

Shirley A. Little
Notary Public in and for the State of Washington, residing at Stevenson

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NOT THE WITHIN
Robert W. Harmesen
Stevenson, Wash.
2:30 P. Jan 3, 1974
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At PAGE 910-12
COUNTY OF SKAMANIA, WASH.
HP 1011
P. Harmesen