Pioneer National Title Insurance Company

WASHINGTON TITLE DIVISION

## MORTGAGE

THE MORTGAGOR s, CHARLES E. DALLY and WENDY A. DALLY, Husband and Wife;

the following described real property situate in the County of Skamania , State of Wash
All that portion of the Southeast Quarter of the Southwest Quarter (SE 1/4
SW 1/4) and of the East Half of the East Half of the Southwest Quarter of
the Southwest Quarter (E 1/2 E 1/2 SW 1/4 SW 1/4) of Section 5, Township

the Southwest Quarter (E 1/2 E 1/2 Sw 1/4 Sw 1/4) of the Sounty Road known 1 North, Range 5 E. W. M., lying southwesterly of the Sounty Road known and designated as the Bell Center Road.

THE WITHIN DESCRIBED MORTCAGED PROPERTY IS NOT USED PRINCIPALLY FOR AGRICULTURAL ON FARMING PURPOSES.

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 NINE THOUSAND NINE HUNDRED NINETY FIVE AND NO/100 - - - (\$9,995.00) Dollars with interest from date until paid, according to the terms of a certain promissory note bearing

even date herewith.

The mortgagorgovens at and agrees with the mortgagee as follows; that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it; that the property is free from all liens and erty in fee simple and has good right to mortgage and convey it; that the property is free from all liens and encumbrances of every kind; that he will keep the property free from any encumbrances prior to this mortgage; encumbrances of every kind; that he will keep the property and/or on this mortgage or the that he 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 days before delinquency, and will immediately deliver proper receipts therefor to the mortgagee; that he will not permit waste of the property; that he will keep all buildings now or hereafter to the mortgagee; that he will not permit waste of the property; that he will keep all buildings now or hereafter to the mortgage; that he will not permit waste of the property; that he will keep all buildings now or hereafter to the mortgage; that he will not permit waste of the property; that he will keep all buildings now or hereafter to the mortgage; that he will not permit waste of the property; that he will keep all buildings now or hereafter to the mortgagee; that he will not permit waste of the mortgagee and for the mortgagee's benefit, and will deliver to mor gagee the policies, and renewals thereof at least five days before expiration of the old policies.

Should the mortgagor 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 mortgagor an 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 defau't be made in the payment of any of the 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.

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 mortgagor agrees to pay a reasonable sum as attorney's 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 at Camas, Washington

this August 9, 1976

Menaly A. Dally (SEAL)

before me personally appeared

County of Clark

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this personally appeared lefore me August, 1974 day of

- - - CHARLES E. DALLY and WENDY A. DALLY, Husband and Wife; to me known to be the individual described in and who executed the foregoing instrument, and a knowledged that they signed and sealed the same at their free and voluntary act and deed, for the uses and putposes, therein mentioned.

wert ampler my hand and official seal the day and year in this certificate above written

Notary Public is and for the Syste of Washington, residing at

STATE OF WASHINGTON

County of

day of On this

and

and of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath authorized to execute said instrument and that the seal affined is the corporate stated that seal of said corporation.

Given under my band and official seal the day and year in this certificate above written.

13.61	AUG 1974	
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Notary Public in and for the State of Washington, residing at

MAIL TO: