

REAL ESTATE MORTGAGE

(Washington Form)

TRANSFER BY MORTGAGOR RESTRICTED

THIS MORTGAGE, made this 11th day of April, 1977, by and between Vernon N. Ellison and Ella Ellison

of Underwood County of Skamania State of Washington, hereinafter called "mortgagor," and RAHIER NATIONAL BANK, a national banking association, hereinafter called "mortgagee," at its White Salmon Office in White Salmon, Washington.

WITNESSETH

The mortgagor hereby mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of Skamania State of Washington, to

The North 231 feet of the SE quarter of the NE quarter of Section 21, Township 3 north, Range 10 east W. N.

TOGETHER WITH all right, title and interest... all rents, issues and profits accrued or to accrue therefrom... The mortgage is given, and intended as security for the payment of the principal sum of \$20,000.00 together with interest thereon...

Two thousand ninety seven and 21/100 Dollars (\$2,097.21) together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgagor in favor of the mortgagee...

This mortgage is also given and intended as security for the payment of the mortgagee to the mortgagor of such additional moneys as may hereafter be loaned or advanced by the mortgagee to or for the account of mortgagee, including any amounts of such additional moneys as may hereafter be loaned or advanced by the mortgagee to or for the account of mortgagee...

- The mortgagor covenants and agrees with the mortgagee... (1) Forever warrant the title to all of the mortgaged premises... (2) Promptly pay the principal and interest of said mortgage... (3) Pay and discharge as the same become due and payable... (4) Maintain, preserve and keep all of the mortgaged premises... (5) Keep the mortgaged property of all things insured against fire...

NOT, WITHOUT THE MORTGAGOR'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY PAID; PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL, TESTAMENT OR DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

In the event of a breach of any of the aforesaid covenants, conditions and agreements, and in addition to all other rights and remedies hereunder or by law provided, the mortgagee may, without notice, and without demand, cause the mortgagee to foreclose on the mortgaged premises, with interest at the highest rate permitted by law from the date of such payment, and shall be secured in this mortgage. The receipt of the tax official, assessing the mortgagee's interest, or other person to whom mortgagee makes any such payment shall be conclusive evidence as between mortgagee and mortgagee of the amount of such payment.

All the moneys due under this mortgage, principal and interest, shall be payable by mortgagee, or settled upon, or the taking, assignment or conveyance of all or any portion of the mortgaged premises shall be payment of all the mortgagee's obligations toward payment of the indebtedness and other sums secured hereby, whether due or not. The mortgagee shall not be liable for any deficiency or deficiencies in any foreclosure or other proceedings, and for the mortgagee's share of the proceeds of any such sale, and the mortgagee shall not be liable for any deficiency or deficiencies in any foreclosure or other proceedings, and for the mortgagee's share of the proceeds of any such sale.

In the event of default in the payment of said indebtedness, together with the interest thereon, or any of the covenants, conditions and agreements contained herein, then in any such event the entire indebtedness herein secured by this mortgage, together with the interest thereon, shall be immediately due and payable, without notice, and this mortgage may be foreclosed, and in any foreclosure, the mortgagee's deficiency judgment may be taken to the mortgagee for all sums secured hereby which are not recovered by the mortgagee out of foreclosure sale proceeds.

As long as there shall be no default under the terms of this mortgage, and except to the extent the same are specifically assigned and placed by mortgagee investment providing to the contrary, the mortgagee may receive directly from the obligor(s) thereof all rents, issues and profits of the mortgaged premises. As to all moneys and other property so received, mortgagee shall be deemed to have received the same in trust for the purpose of making all payments due under, and otherwise duly and timely performing all other terms, covenants and conditions of this mortgage. Upon any default in such payments or performance, or upon the occurrence of any other event which under the terms hereof entitles the mortgagee to accelerate the payment of the debt, either directly or by suit, or through a receiver, and in addition to all such other rights and remedies as may be herein or by law conferred, to demand, collect and receive such rents, issues and profits and to apply hereon the net proceeds thereof after deduction of fees, costs and expenses incurred at an indebtedness collected.

In the event of any suit or suits proceeding for the recovery of said indebtedness and/or foreclosure of the mortgage, or a certain mortgagee shall appear to establish or protect the lien hereon, the mortgagee agrees to pay to mortgagee a reasonable attorney's fee, together with the cost of search and report on the preliminary to foreclosure, of all which sums shall be secured hereby.

All rights and remedies of mortgagee shall be cumulative and may shall be deemed exhausted by the exercise thereof, by failure or omission on the part of the mortgagee to exercise any such right or remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect to the same or any other default or defaults which may at any time exist.

If any term, provision or condition of a mortgage shall be finally adjudged to be unlawful or unenforceable, the same shall be deemed stricken herefrom and the balance of this mortgage shall be as if no such term or condition existed.

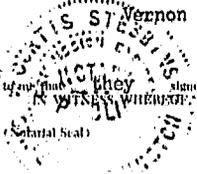
This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall inure to the benefit of mortgagee, its successors and assigns. Words used herein shall take the singular or plural number as the number of parties hereto shall require, and if there is more than one party as mortgagor, their obligations hereunder shall be joint and several.

Time is of the essence of this mortgage. The within described mortgaged property is not used principally for agricultural or farming purposes. IN WITNESS WHEREOF, the parties designated as mortgagor have set hand and seal hereto, the day and year first above written.

Vernon N. Ellison
Ella Ellison



STATE OF WASHINGTON }
County of Klickitat } ss. NOTARIAL ACKNOWLEDGMENT
(Individual or Partnership)
On this 11th day of April, 1977, before me personally appeared
Vernon N. Ellson and Ella Ellson



to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged
to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes, and public capacity, as therein mentioned
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
Notary Public in and for the State of Washington,
residing at White Salmon

STATE OF WASHINGTON }
County of } ss. NOTARIAL ACKNOWLEDGMENT
(Corporation)
On this _____ day of _____, 19____, before me personally appeared _____
and _____
to me known to be the _____ and _____
of the corporation that executed the within and 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 each stated that they were authorized to execute said instrument and that the seal of affixed is the corporate seal of said
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
(Notarial Seal)
Notary Public in and for the State of Washington,
residing at _____

88976

REAL ESTATE MORTGAGE
(Washington Form)

Filed for Record at Request of

RAINIER NATIONAL BANK

P.O. BOX OR STREET
CITY, STATE, ZIP CODE NO.

REGISTERED
INDEXED: DIRECT
INDIRECT
RECORDED:
COMPAED
MAILED

THIS PAGE RESERVE FOR RECORDER'S USE:
COUNTY OF SEASHELL
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WHATEVER NATURE
OR CHARACTER IS THE PROPERTY OF
AT 10:00 A.M. 4-21-77
WAS RECORDED IN BOOK 54
OF THE RECORDS OF SEASHELL COUNTY, WASH.
E. W. [Signature]