

84343

REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That JACK HARPER, an unmarried man, hereinafter referred to as "Mortgagor", does by this instrument mortgage unto EDWARD A. BRELINSKI and ELEANOR J. BRELINSKI, husband and wife, hereinafter referred to as "Mortgagee", the following described real property situated in Skamania County, State of Washington, to-wit:

A tract of land located in the Northeast quarter of the Southeast quarter (NE 1/4 SE 1/4) of Section 4, Township 1 North, Range 5 E.W.M. described as follows: BEGINNING at the Northwest corner of the NE 1/4 of the SE 1/4 of the said Section 4; thence East 520 ft. along the North line of said subdivision to the initial point of the tract hereby described; thence South 1320 ft., more or less, to the South line of said subdivision; thence East along the South line of said subdivision; thence East along the South line of said subdivision 599 ft., more or less, to a point 201 ft. from the Southeast corner of the NE 1/4 of the SE 1/4 of the said Section 4; thence North 496 ft., more or less, to the center of the channel of Canyon Creek; thence following the center of the channel of Canyon Creek in a Southwesterly direction to a point 400 ft. East of the East line of the said Section 4; thence North to the North line of the NE 1/4 of the SE 1/4 of the said Section 4; thence West along the North line of said subdivision 400 ft., more or less, to the initial point.

SUBJECT to the mortgage encumbering said property to Crown Camas Credit Union, Camas, Washington.

This mortgage is given to secure the performance of the covenants herein contained and the payment of the sum of FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$ 4,250.00), plus interest, according to the terms of one certain promissory note executed by Mortgagor to Mortgagee bearing even date herewith, and secures any extensions or renewals of the same.

Mortgagor covenants as follows: That Mortgagor is the owner of the property above described and has the lawful right to mortgage the same as provided herein; that said property is free of liens or encumbrances of every kind and nature, except as noted above; that Mortgagor will seasonably pay all taxes and municipal or other governmental assessments of every kind and nature levied on the property during the term of this mortgage; that Mortgagor will seasonably pay and perform the terms of the aforesaid prior security now encumbering the property according to the terms of the same; that Mortgagor will permit no waste of the property and will at all times keep and maintain the property and any buildings or other improvements thereon in a clean and sanitary condition and in a good state of repair and maintenance; that Mortgagor will at his sole expense keep all insurable buildings on the property continually insured against fire and extended coverage to the full insurable value of the same, with proceeds of such insurance payable to the parties in interest, and Mortgagor covenants in all things concerning the premises herein mortgaged to manage and protect the same so as to preserve and protect rather than to diminish the Mortgagee's security interest therein. In event Mortgagor shall fail to pay the several sums above mentioned, including the promissory note secured hereby and/or the payment of the aforesaid prior security interest, or if Mortgagor shall otherwise fail or neglect to perform the terms of this mortgage, then Mortgagee is privileged, at the election of Mortgagee, to make any such payments or otherwise perform said covenants, and any sums so paid or incurred by Mortgagee thereby shall be forthwith repayable by Mortgagor on demand, and any such advances shall likewise be secured by the lien of this mortgage.

Time is of the essence of this mortgage. If Mortgagor shall default in the payment of the sums secured hereby, or shall fail or neglect to perform the several terms and conditions of this mortgage, then all sums secured hereby shall become immediately due and payable

at the option of Mortgagee, and the Mortgagee, at his election, may proceed to foreclose this mortgage as provided by law. In event of any such foreclosure action, or in event Mortgagee shall become obligated to institute or defend any suit or action to protect the priority and lien of this mortgage, or to preserve the mortgaged premises, then Mortgagor covenants to pay such sum as the court shall adjudge reasonable as attorney fees in said suit, together with the costs of any such action and the necessary expense of searching public records concerning the mortgaged premises.

ADDITIONAL COVENANTS:
NONE

IN WITNESS WHEREOF, the Mortgagor has executed this instrument this 27th day of June, 1977.

Jack Harper
Jack A Harper

M O R T G A G O R

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me JACK HARPER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed 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 27th day of June, 1977.

Phillip M. Burruss

Notary Public in and for the State of Washington
Residing at Washougal

