83657

BOOK 54 PAGE 54

REAL ESTATE MORTGAGE

(Washington Form)

TRANSFER BY MORTGAGOR RESTRICTED

THIS MORTGAGE, made this 18th day of February, 19 77, by and between Ronald L. & Linda K. Logan

of Underwood, County of Skamania, State of Washington, hereinafter called "mortgagor," and RAINIER 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-wit: Tract of land located in the SE¼ of the NE¼ of Sec.22, Tnsp. 3N, Rng. 10E.W.M. described as follows: BEGINNING at a point North of 00° 08' West 681.33 ft. & South 89° 52' West 30 ft. from the ¼ corner on the East line of said Sec. 22, siad point being the intersection of the Northerly line of Sooter Rd. as shown on the plat of Sooter Tracts and the West right of way line of the County road known & designated as Cooper Ave.; thence North 00° 08' West along said West line, 208 ft.; thence South 89° 38' West 208 ft. thence South 00° 08' East 208 ft; more or less, to the Northerly right of way line of the Sooter Rd; thence Easterly along said (over)

TOGETHER WITH [illegible] and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all fixtures, apparatus and equipment which are now or may hereafter be in any way attached to or part of said real property or any improvement thereon, including, but without limiting the generality of the foregoing, all plumbing, heating, lighting, incinerating, refrigerating, air cooling, air conditioning, elevator and lifting apparatus, fixtures and equipment, all engines, pipes, ducts, pumps, compressors, tanks, ventilators, motors, conduits, antennae, panels and switchboards; all built-in stoves, dishwashers, refrigerators and other appliances; all partitions, cabinets and wallbeds; and any and all renewals, replacements, betterments and substitutions made with respect to any and all of the foregoing, all of which said property shall be deemed to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of Six thousand three hundred-fifty one and 46/100-- Dollars ($6,351.46),

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, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgagor to the mortgagee of such additional sums of money as may hereafter be loaned or advanced by the mortgagee to or for the account of mortgagor, including any renewals or extensions thereof, it being provided, however, that the unpaid principal balance of all loans or advances made by the mortgagee to or for the account of mortgagor which are to be secured hereby shall not at any one time exceed the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgagor to the mortgagee; provided, further, that nothing herein contained shall be construed as obligating or shall obligate the mortgagee to make any such future loans or advances and provided, further, the limitation on the amount secured hereby shall not apply to any sums advanced or to costs or fees incurred by mortgagee in connection with the breach or default of any term, warranty, covenant or condition of this mortgage.

The mortgagor covenants and agrees with the mortgagee that said mortgagor will:

(1) Forever warrant the title to all of the mortgaged property [illegible] and clear of all claims, liens and encumbrances other than this mortgage, and will execute and deliver any further necessary assurances of title thereto;

(2) Promptly pay the principal and interest of said indebtedness [illegible] in accordance with the terms of said promissory note or notes, and any renewals or extensions thereof;

(3) Pay and discharge, as the same become due and payable, and prior to delinquency, all taxes, assessments, water rates and other charges of whatever kind and character, whether similar or dissimilar to those hereinabove specified, which are now or may hereafter be levied or assessed against or which may or might become liens upon the mortgaged property, or any part thereof, or upon this mortgage or the money or debt secured hereby;

(4) Maintain, preserve and keep all of the mortgaged property in good condition and repair and not commit or suffer waste thereof, and permit mortgagee's inspection thereof at any and all reasonable times;

(5) Keep the mortgaged property at all times insured against [illegible]

(6) NOT, WITHOUT THE MORTGAGEE'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 OR BY DESCENT AND DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

In the event of a breach of any of the aforesaid agreements or covenants, [illegible]

Any [illegible]

In the event of default in the payment of said indebtedness [illegible]

[illegible]

In the event of any suit or other proceeding for the recovery of said indebtedness and/or foreclosure of this mortgage, or wherein mortgagee shall appear to establish or protect the lien hereof, the mortgagor agrees to pay to mortgagee a reasonable attorneys' fee, together with the cost of search and report on title preliminary to foreclosure, all of which sums shall be secured hereby.

All rights and remedies of mortgagee shall be cumulative and none shall be deemed exhausted by the exercise thereof. No 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 this 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 and remain in full force and effect.

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 signer 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 person(s) designated as mortgagor have set hand and seal hereto, the day and year first above written.

x Linda K. Logan

x Ronald L. Logan

right of way line 208 ft., more or less, to the point of beginning.

STATE OF WASHINGTON
County of Klickitat } ss.

NOTARIAL ACKNOWLEDGMENT
Individual or Partnership

On this 18th day of February, 1977, before me personally appeared Ronald L. & Linda K. Logan

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that They signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year last above written.

(Notarial Seal)

Nadine Carr
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 oath stated that they were authorized to execute said instrument and that the seal 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

83657

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: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE:
STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY

Rainier Natl.

OF Bank White Salmon, Wa.

AT 10:30 A.M. 3-2 1977

WAS RECORDED IN BOOK 54

OF Mtg AT PAGE 54

RECORDS OF SKAMANIA COUNTY, WASH

[illegible]

COUNTY AUDITOR

BY E. Mayfield