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Real Estate Mortgage

The Mortgagors Herbert L. Davis

mortgage to Old National Bank of Washington

the following described real estate situate in the County of Skamania, State of Washington to-wit:

The North half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 3, Township 1 North, Range 5 E.W.M.

together with all rents, issues and profits thereof, all plumbing, heating, gas and electric fixtures, watering and irrigating apparatus, and all fixtures whether attached or detached, now or hereafter belonging to or used in connection with the above described premises, and together with all waters and water rights of every kind and description and however evidenced or manifested, which now or hereafter may be appurtenant to said premises or any part thereof, or incident to the ownership thereof, or any part thereof, or used in connection therewith, and together with all interest in said premises that the mortgagors may hereafter acquire.

This mortgage is to secure the performance of the covenants and agreements hereinafter contained, and to secure the payment of the debt represented by the promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of *****Six Thousand Ten & 00/100* * * * * * * * * * * * * * * * * * Dollars ($ **6,010.00**) with interest thereon from the date provided in said note. Said note is payable in Seventy Two instalments of **One Hundred Seventeen & 49/100** Dollars ($ **117.49**), commencing September 1, 1977

All monies which become due and in default hereunder for any reason shall bear interest at the highest legal rate permitted by law from date of default until said payments and monies are paid in full and, in addition, the mortgagee may collect a late charge not to exceed 5 cents for each dollar of each payment more than 15 days in arrears to cover the extra expense involved in handling delinquent payments.

Each of the mortgagors covenants and agrees during the continuance of this mortgage to pay all taxes and assessments levied or imposed upon said premises and upon this mortgage or upon the debt hereby secured, at least ten days before delinquency; not to commit or suffer waste thereon; to keep the buildings thereon in good repair and [illegible] insured against hazards of such types and in such amounts as mortgagee may require, with a loss payable clause in favor of mortgagee.

Should the mortgagors fail or become in default in any of the foregoing covenants or agreements, then the mortgagee may perform the same, and the mortgagee may pay any part or all of principal and interest of any prior encumbrance, and all expenditures made by the mortgagee under any of the covenants or agreements herein shall draw the highest rate of interest that may now lawfully be contracted for in writing, and all such expenditures shall be repayable by the mortgagors on demand and, together with interest thereon, shall be secured by this mortgage.

Time is of the essence of this mortgage, and if default be made in the payment of any of the [illegible] hereby secured, or in the performance of any of the covenants or agreements herein contained, then, in any such case, 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.

In any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

The mortgagors covenant that the above-described mortgaged property is not used principally for agricultural or farming purposes.

Dated the 15th day of August 19 77

Herbert L Davis

State of Washington

County of Cowlitz

ss.

On this day personally appeared before me Herbert L. Davis

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 13th day of Sept 19 77

[illegible]

Notary Public in and for the State of Washington

Residing at Kelso

RECEIVED
SEP 1977
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH