

85095

MORTGAGE

REC'D. 54 PAGE 744

THE MORTGAGOR - Nathaniel Hendryx, at his sole and separate property,

MORTGAGE TO Columbia Gorge Bank

a corporation, hereinafter called the mortgagee, to secure payment of Five Thousand and 00/100

DOLLARS (\$5,000.00)

in legal money of the United States of America, together with interest thereon according to the terms and conditions of one or more promissory notes now or hereafter executed by the mortgagor and to secure the payment of one thousand dollars as and be loaned hereafter by the mortgagor to the mortgagor for the purpose of repairing, renovating, altering, adding to or improving the mortgaged property, or any part thereof, or for any other purpose whatsoever, the following described real property, and all interest and estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits therefrom, situated in the

County of **Columbia**, State of Washington, to wit:

That portion of Government Lots 1 and 4 in Section 2, Township 3 North, Range 10 East, W.M., Skamania County, Washington, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 4; thence South 03° 05' 33" East along the West line of said Government Lot 4, 1288.89 feet to the Southwest corner of said Government Lot 4; thence North 49° 09' 21" East along the South line of said Government Lot 4, 1188.73 feet, thence leaving said South line at right angles North 0° 30' 55" West 60 feet to an iron rod and the point of beginning of this description; thence North 38° 27' 13" East 131.78 feet, thence North 33° 51' 33" East 111.61 feet to an iron rod; thence North 31° 01' 11" West 170.00 feet to an iron rod, said point being on the North line of said Government Lot 4, thence North 08° 32' 00" East along the North line of said Government Lot 4 and 491.30 feet to the Northwest corner of a tract of land conveyed to Vernon C. Murphy and Anna C. Murphy by instrument recorded March 1, 1976, in book 61 of Deeds at page 16 and 17, records Skamania County, thence 01° 08' 00" East to the Northwest corner of said Murphy tract and thence along the West line of said Murphy tract and said West line extended, South 01° 08' East 1101.74 feet to an iron rod, said point being 56 feet North of the South line of said Government Lot 4; thence South 44° 34' 30" West 450.00 feet to the point of beginning of this description.

TOGETHER with an easement for ingress and egress 20' in width contiguous to and west of the property line running in a northeasterly direction from the Southwest corner of the above-described property a distance of 34.96 f.-et. more or less.

EXCEPT any portion thereof lying with that certain tract of land conveyed to Skamania County by deed recorded July 6, 1976, under Auditor's file No. 37452.

together with the appurtenances fixtures, attachments, tenements and hereditaments belonging to above and thereto, including all floor and ceiling, all awnings, screens, mantel, linoleum, refrigerators and other fixtures, all blinds, window shades and all plumbing, lighting, heating, including all fixtures, windows, doors, hardware, locks, curtains and all fixtures now or hereafter belonging to or used in connection with the property, of which the same are deemed as part of the real estate.

The mortgagor covenants and agrees with the mortgagee that he will not do any act which would tend to damage and has given right to mortgagee and his successors in title to do any act which may be necessary or expedient to keep the property free from any encumbrance prior to the date of maturity of the note, and shall immediately deliver to the mortgagee all documents and papers relating to the property, and shall also immediately give delivery to the mortgagee thereof to the mortgagee. The mortgagee may at any time require the mortgagor to make all buildings now or hereafter placed on the property in good order and repair, and to pay all taxes, assessments, charges, expenses and costs incurred by the mortgagee in the collection of any amount due under this mortgage, for the use of the same, and shall have the right to require the payment of the same by the mortgagor.

The mortgagor agrees that if the mortgagee makes any payment or payments on account of taxes, assessments, charges, expenses or otherwise on said property, the same shall be a debt due and owing to the mortgagee. The mortgagee retains the right to require the payment of the same by the mortgagor, and shall have the right to deduct the same from any amount due under this mortgage.

The mortgagee may at any time or times on the part of the mortgagor or the mortgagor's assigns or heirs, or any person or persons, place of business and business part of the real property mortgaged. The mortgagee may, however, if he so desires, release any part of the property from the mortgage, provided that the same is released at the highest market value of such part, and the same shall be released by the mortgagee with a written instrument, and the same shall be the sole judge of the value of any of the contracts herein. The mortgagee shall be the sole judge of the value of any part of the property, and payment thereof by the mortgagor shall establish the same.

Time is of the essence herein, and a default be made in the payment of any sum due and owing to the mortgagee, or any of the covenants or agreements herein contained shall entitle the mortgagee to demand payment of the amount due and all other indebtedness hereby created, and at the election of the mortgagee become immediately due without notice, and this mortgage shall be foreclosed.

In any action to foreclose this mortgage, to collect any charge or debt, or to collect any debt hereby secured, or at any time when the mortgagee may be obliged to defend the title of the mortgagor to the property in the possession of the mortgagee, or to collect the amount due and all costs and expenses in connection with such suit, and all reasonable costs of defending, including attorney's fees, which sum shall be a separate item and included in any decree of foreclosure.

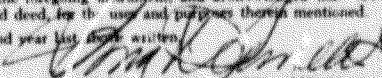
Upon bringing action to foreclose this mortgage, or to collect any sum due and owing, presenting the mortgagee with a notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the receiver rents and profits therefrom. The mortgagee hereby authorizes that any action brought to foreclose this mortgage, a deficiency judgment may be taken for any balance of debt remaining after the application of the proceeds of the mortgaged property.

Date : Bingen, Washington the 11th day of October 1977

STATE OF WASHINGTON,
COUNTY OF Klickitat

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 11th day of October, 1977 personally appeared before me Bethewel Hendryx

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year last above written

 Notary Public in and for the State of Washington,
 residing at White Salmon