

85095

MORTGAGE

BOOK 54 PAGE 764

THE MORTGAGOR Bethewel Hendryx, as 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 such additional money as may be loaned hereafter by the mortgagee to the mortgagor for the purpose of repair or 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 or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits therefrom, situated in the

County of Skamania 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' 53" 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° 50' 39" West 60 feet to an iron rod and the point of beginning of this description; thence North 38° 27' 13" East 232.28 feet; thence North 29° 30' 33" East 142.08 feet to an iron rod; thence North 31° 03' 36" West 170.08 feet to an iron rod; thence North 17° 06' 41" West 661 feet to an iron rod, said point being on the North line of said Government Lot 4; thence North 86° 52' 00" East along the North line of said Government Lot 4 and along the North line of Government Lot 3 of said Section 2, 491.30 feet to a point North 02° 08' 00" East from the Northwest corner of a tract of land conveyed to Bernard J. Murphy and Anna C. Murphy by instrument recorded March 21, 1923, in Book 62 of Deeds at pages 28 and 29, records Skamania County; thence 02° 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 02° 08' East 1191.74 feet to an iron rod, said point being 96 feet North of the South line of said Government Lot 3; thence South 84° 54' 36" West 450.08 feet to the point of beginning of this description.

TOGETHER with an easement for ingress and egress 20' in width continuous to and west of the property line running in a northeasterly direction from the Southwest corner of the above-described property a distance of 374.96 feet, 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. 27452.

[illegible]

The trademark shall not serve as a basis of the structure in the trademark procedure, in case of an opposition or in case of an appeal, if the trademark is not used in the form in which it is registered. The trademark shall not serve as a basis of the structure in the trademark procedure, in case of an opposition or in case of an appeal, if the trademark is not used in the form in which it is registered.

Time is of the essence hereof, and it default be made in the payment of any of the sums hereby secured, and if in the parties, and if any of the covenants or agreements herein contained herein in any manner the to consider all unpaid principal with accrued interest and all other indebtedness hereby secured, that at the election of the mortgagee become immediately due without notice and this mortgage shall be foreclosed.

Upon bringing action to foreclose this mortgage, at any time when such proceeding is pending, the mortgagee, with its attorneys, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the receiver's terms and powers therefor. The mortgagee hereby consents 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.

day of October 19 77
Bretwell Hendrydman

Figure 4.4

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as 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.

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

Notary Public in and for the State of Washington
Residing at **White Salmon**