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Real Estate Mortgage

The Mortgagors Vern Thomas and Delores M. Thomas, husband and wife,

mortgage to Old National Bank of Washington

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

The Northeast Quarter of the Northeast Quarter (NE¼ NE¼) 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 **Fourteen thousand and 00/100** Dollars ($*14,000.00**)

with interest thereon from the date provided in said note. Said note is payable in one instalments of **Fourteen thousand and 00/100** Dollars ($14,000.00**), commencing November 28, 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 all buildings therein in good repair and unceasingly 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 be 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 parts or all of principal and interest of any prior incumbrance, 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 sums 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 mortgagor covenants that the above-described mortgaged property is not used principally for agricultural or farming purposes.

Dated this 28th day of November, 19 77

Vern Thomas

State of Washington } ss.
County of Cowlitz }

DEC 1977 RECEIVED

On this day personally appeared before me Vern Thomas

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 28th day of November, 19 77

Debra L. Takko

Notary Public in and for the State of WA
Residing at Cathlamet

11-81 R6/75