85950

Satisfaction of Mortgage

SK-10863
3-8-17-A-900

COLUMBIA GORGE BANK, a corporation, the owner of that certain mortgage dated 2 March 1978, executed by Joseph A Jaksha and Doreen M Jaksha, husband and wife and recorded in the office of the County Auditor of Skamania County, Washington, on the 8 day of March 1978, in Volume 55 of Mortgages at page 187, does hereby certify that the same has been fully satisfied and discharged, and hereby authorizes the said County Auditor to enter full satisfaction thereof of record.

COLUMBIA GORGE BANK

By D V McEvoy

STATE OF WASHINGTON } ss.
County of Skamania

On this day personally appeared before me D v McEvoy to me known to be the Senior Vice President of COLUMBIA GORGE BANK, the corporation that executed the foregoing instrument, and acknowledged to me that he signed the same as the free and voluntary act and deed of said corporation; and on oath stated that he was authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal this 10 day of March, 1978

Frances Faye Thompson
Notary Public for Washington
residing at Stevenson

85950

MAR 1978

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY [illegible]
OF [illegible], Wa.
AT [illegible] 1978
WAS RECORDED IN BOOK 55
OF Mtg AT PAGE 200
RECORDS OF SKAMANIA COUNTY, WASH.
[illegible]
COUNTY AUDITOR
BY [illegible]

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

a corporation, hereinafter called the mortgagee, to secure payment of Six thousand seven hundred and no/100

5-S-10-D-50C
-- DOLLARS ($ 6700.00)

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 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 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:

A tract of land located in the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) of Section 17, Township 3 North, Range 8 EWM, more particularly described as:
BEGINNING at a point 690 feet east of the southwest corner of the NE1/4 of the said Section 17; thence north 660 feet; thence east 193.4 feet to the westerly right of way line of the county road known and designated as the Mathany County Road; thence south following the westerly right of way line of said road 660 feet to the south line of the NE1/4 of the said Section 17; thence west 193.4 feet to the point of beginning.
Said tract containing 2.93 acres, more or less.

together with the appurtenances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all trees and shrubs, all awnings, screens, mantels, linoleum, refrigeration and other house service equipment, venetian blinds, window shades and all plumbing, lighting, heating (including oil burner), cooling, ventilating, elevating and watering apparatus and all fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as part of the realty.

The mortgagor covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it; that the property is free from all liens and incumbrances of every kind, that he will keep the property free from any incumbrances prior to this mortgage, that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt thereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgagee, that he will not permit waste of the property, that he will keep all buildings now or hereafter placed on the property in good order and repair and unceasingly insured against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable and approved by the mortgagee and for the mortgagee's benefit, and will deliver to the mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.

The mortgagor agrees that if the mortgage indebtedness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes or part of any payment on one note and part on another, as the mortgagee may elect. The mortgagee reserves the right to refuse payments in excess of those specified in the note agreement or payment of the debt in whole, unless otherwise provided in the note or notes given with this mortgage.

The mortgagor shall not move or alter any of the structures on the mortgaged premises without consent of the mortgagee, all improvements placed thereon shall become a part of the real property mortgaged herein.

Should the mortgagor default in any of the foregoing covenants or agreements then the mortgagee may perform the same and may pay any part or all of principal and interest of any prior incumbrances or of insurance premiums or other charges secured hereby, and any amounts so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgagor on demand, and shall also be secured by this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof. The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof, 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 remainder 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 shall be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fee and all costs and expenses in connection with such suit, and also reasonable cost of searching records, title company costs, which sums shall be secured hereby and included in any decree of foreclosure.

Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, rents and profits therefrom. The mortgagor hereby consents that in 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.

Mortgagors shall not assign this contract in whole or in part without first obtaining the written consent of the mortgagee herein. day of 2 March , 19 78

Joseph J Jaksha (SEAL)

Doreen M Jaksha (SEAL)

STATE OF WASHINGTON,
County of Skamania } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 2 day of March 1978 personally appeared before me Joseph J Jaksha and Doreen M Jaksha husband and wife, to me known to be the individual described in and who executed the 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.

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

Frances Tays Thompson
Notary Public in and for the State of Washington,
residing at Stevenson

FORM 88 8028, PIONEER INC. TACOMA