

86219 MORTGAGE

THE MORTGACOR IS ROBERT W HENDERSON and BONNIE HENDERSON, husband and wife.

MORTGAGE TO COLUMBIA GORGE BANK

a corporation, hereinafter called the mortgagor, to secure payment of TWENTY THOUSAND TWO HUNDRED AND NO/100

DOLLARS (\$20,200.00)

the 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 mortgagor to the mortgagor for the purpose of repairing, renovating, altering, adding to or improving the mortgagor's 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, 19-1911:

PARCEL I - a tract of land located in Section 26, Township 2 North, Range 6 EMM, Skamania County, State of Washington, described as follows; BEGINNING at a point 967.27 feet North and 205.75 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of the said Section 26; thence North 70° 40' East 200 feet to the initial point of the tract hereby described, said point being on the Northerly right of way line of the county road known and designated as Little Street; thence North 19° 20' West 240 feet; thence North 70° 40' East 100 feet; thence South 11° 20' East 240 feet to the Northerly right of way line of said county road; thence South 70° 40' West 100 feet to the initial point.

PARCEL II - A tract of land located in Section 26, Township 2 North, Range 6 EMM, described as follows: BEGINNING at a point 967.27 feet North and 205.75 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter (SE 1/4) of the said Section 26; thence North 70° 40' East 100 feet, said point being on the Northerly right of way line of the county road known and designated as Little Street; together with the appurtenances, fixtures, attachments, tenements and hereditaments belonging thereto, all trees and shrubs, all awnings, screens, mantels, linoleum, refrigerator 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 mortgagor 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 encumbrances 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 mortgagor; 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 mortgagor and for the mortgagor's benefit; and will deliver to the mortgagor 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 mortgagor 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 mortgagor may elect. The mortgagor 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 mortgagor; 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 mortgagor may perform the same and may pay any part or all of principal and interest of any prior indebtedness or of insurance premiums or other charges accrued hereby, and any amount 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 herein. The mortgagor shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagor 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 my such case the remainder of the said principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagor become due dately due without notice, and this mortgage shall be foreclosed.

In any action to foreclose this mortgage to collect any charge growing out of the debt hereby secured, or any suit which the mortgagor may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum at attorney's fee and all costs and expenses in connection with such suit, and also reasonable cost of searching records, title etc., my 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 which such proceeding is pending, the mortgagor, 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 an 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 mortgagors herein, 25 day of April 1978.

Robert W. Henderson (Signature)
Bonnie Henderson (Signature)

STATE OF WASHINGTON
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 25 day of

April 1978 personally appeared before me

Robert W. Henderson and Bonnie Henderson, husband and wife to me known to be the individual(s) 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 therin mentioned.

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

George Steen
Notary Public in and for the State of Washington,
residing at Carson

REAL ESTATE MORTGAGE - Robert Henderson and Bonnie Henderson

cont.

thence North $19^{\circ} 20'$ West 240 feet to the initial point of the tract hereby described; thence North $19^{\circ} 20'$ West 183 feet, more or less, to intersection with the Southerly line of a tract conveyed to Carl Lund by deed recorded at Page 215 of Book 28 of Deeds, Records of Skamania County, Washington; thence North $69^{\circ} 30'$ East along the Southerly line of said Lund tract to the center of Little Creek; thence Southerly following the center of Little Creek to a point North $70^{\circ} 40'$ East from the initial point; thence South $70^{\circ} 40'$ West to the initial point.

86219

Robert H. Henderson

B.C. 33-21-44

STATE OF WASHINGTON
COUNTY OF SKAMANIAI HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY*Robert Henderson & wife*
OF Stevensboro, Wash.
AT 2:25 P.M. April 28 1978WAS RECORDED IN BOOK 275SE W.H. AT PAGE 295

RECORDS OF SKAMANIA COUNTY, WASH.

Robert H. Henderson

COUNTY AUDITOR

W. Fletcher

REGISTERED
INDEXED: DIR.
INDIVIDUAL
RECORDED: 1
COMPARED
MAILED

