## MORTCAGE

THE MORTGAGOR S GERALD I, FLOREK and HELLEN J FLOREK , husband and wife

COLUMBIA GORGE BANK MORTGAGE

a corporation, hereinafter called the mortgages, to secure payment of THIRTY THREE THOUSAND AND NO/100 ---

-----DOLLARS (\$ 33,000.00 )

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 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 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 , State of Washington, to wit:

Lot 37 of HILLTOP MANOR according to the amended plat therof on file and of record at page 110 of Book A of Plats, Records of Skamania County, Washington; EXCEPT the westerly 25 feet thereof.

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 wir, the property, all of which shall be construed as part of the realty.

The mortgager covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property in fee simple and has good right to mertgage and convey it; that the property is free from all liens and incumbrances of every kind; that he will see the property free from any incumbrances prior to this mortgage; that he will pay all taxes and assessments levied or imposed the property and/or on this mortgage or the debt thereby secured, at least ten days before delinquency, and will immediately in the property and/or on this mortgage; that he will not permit waste of the property; that he will keep all buildings now deliver propes 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 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 of the least five days before expiration of the old policies.

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The mortgagor agrees that if the mortgage indebtedness it 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, ments 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 mortgage 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 git is with this mortgage.

The mortgagor shall not move or after any of the six itures on the mortgaged premises without consent of the mortgagee, all reprovements 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 mortgage may perform the or 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 emounts 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 or 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 mortgages may be obliged to defend to protect the uninspaired priority of the lien hereof, the mortgages 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, able sum at 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 foreckise this mortgage or at any time, which such proceeding is pending, the mortgage, without make, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, result and profits thereform. The mortgages beriefly 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, 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 turistican expected of the mortgagons thorain. written consent of the mortgagees therein. day of Stevenson

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STATE OF WASHINGTON. County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that me this 2nd personally appeared before == Gerald L Florek and Helen J Florek, June 1978

, husband, and wife. to me known at 80 the individual described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as thouse free and voluntary act and deed, for the uses and purposes therein mentioned. CIVEN-UNDER MY HAND AND OFFICIAL SEAL the day and year last above written

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

PORM SK ROSE PROJESS NO. YACOMA

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to COLUMBIA GORGE PANK MORTGAGE

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in legal money of the United States of America, together with interest thereon according to the tenth additional money as may be more promissory notes now or hereafter executed by the mortgager and to secure the payment of such additional money as may be loaned hereafter by the mortgager to the mortgager 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 the grefrom, situated in the , State of Washington, wit: County of Skamania

Lot 37 of HILLTOP MANOR according to the amended plat therof on file and of record at page 110 of Book A of Plats, Records of Skamania County, Washington; EXCEPT the westerly 25 feet thereof.

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Should the mortgager default in any of the foregoing envenants or agreements, then the mortgage may perform the same and may pay any part or all of principal and literest of any prior incumbrances or of insurance promiums or other charges secured hereby, and any armounts so usid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgager on demand, and shall also be secured by this mortgage without waiver or any right or other energy arising from herach of any of the covenants hereof. The mortgagee shall be the sole judge of the validity of any tax, assument or lier asserted against the property, and payment thereof by the mortgagee shall retainsh the right to recover the amount so paid with interest.

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> I, the undersigned, a notary public in and for the rate of Washington, hereby certify that on this personally appeared before me Gerald L Florek and Helen J Florek, June 1978

to me known in the life aduated described in and who executed the fivegoing instrument, and acknowledged that they signed and spared the same as the in free and voluntary act and deed, for the user and purposes therein mentioned, diven unitarity IAND AND OFFICIAL SKAL the day and year but above written. , instand, and wife,

In and for the State of Washington, residire il Caram

SHELFINE, VECOMA