[illegible]819

MORTGAGE

The Mortgagors, JOHN THOMAS DAY and FRANCES M. DAY, husband and wife,

of Underwood, Washington

hereby mortgage to Riverview Savings Association, a Washington corporation, the following described real property situated in Skamania County, State of Washington:

SEE ATTACHED SCHEDULE "A"

Schedule "A"

PARCEL A

That portion of the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 10 E.W.M., described as follows:
Beginning at the Southeast corner of the said Section 20; thence West along the South line of the said Section 490.9 feet; thence North parallel to the East line of the said Section to intersection with the Southerly right of way line of the County Road known and designated as the Cook-Underwood Road; thence North 81°39' East following the Southerly right of way line of said Road 500 feet, more or less, to intersection with the East line of the said Section 20; thence South along the East line of said Section 1,0[illegible] feet, more or less, to the point of beginning;
EXCEPT the West 125 feet thereof.

PARCEL B

The West 125 feet of that portion of the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 10 E.W.M., described as follows:
Beginning at the Southeast corner of the said Section 20; thence West along the South line of the said Section 490.9 feet; thence North parallel to the East line of the said Section [illegible] feet, more [illegible] to intersection with the Southerly right of way line of the County Road known and designated as the Cook-Underwood Road; thence North 81°[illegible] East following the Southerly right of way line of said Road 500 feet, more or less, to intersection with the East line of the said Section 20 thence South along the East line of said Section 1,0[illegible] feet, more or less, to the point of beginning.

SUBJECT TO: Easements and Rights of Way of Record.

and all interest or estate therein that the Mortgagors may [illegible] and all screens, window shades, [illegible] heating, ventilating [illegible] furnace and heating systems, water heaters [illegible] and all [illegible] the things and matters, and other fixtures whether now or hereafter belonging to or used in the [illegible] all of which shall be construed as a part of the realty [illegible] agricultural or farming purposes.

All to secure the payment of [illegible] Forty Eight Thousand Eight Hundred Fifty Dollars and no/100 .... [illegible] 48,850.00 [illegible] with interest thereon [illegible] payable in monthly installments of $ [illegible] beginning on the 15th day of February [illegible] and [illegible] on the 15th day of each month thereafter [illegible]

[illegible]

The Mortgagors [illegible] jointly and severally [illegible] covenant and agree with the Mortgagee as follows:

That the Mortgagors have a valid, unencumbered title to [illegible] said premises and will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

That the Mortgagors will during the continuance of this mortgage [illegible] waste or strip of the mortgaged premises [illegible] and appurtenances of said property in good state of repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for in said note, or any sum due under this mortgage, or breach of any [illegible] agreement herein contained, then the entire debt secured by this mortgage shall at the election of the Mortgagee [illegible] due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagee may, without waiver of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest thereon [illegible] shall become immediately payable to the Mortgagee and shall be secured by this mortgage. Any payments made by the Mortgagors upon the indebtedness secured [illegible] this mortgage may be applied as the Mortgagee may elect [illegible] which may be due upon said promissory note or upon any amount which may be due under the provisions of this mortgage.

That the Mortgagors will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagee may specify to the extent of the amount due hereunder, in some responsible insurance company [illegible] to the Mortgagee and for the protection of the latter, and that the Mortgagors will cause all insurance policies to be suitably endorsed and delivered to the Mortgagee together with receipts showing payment of all premiums due thereon, and that the Mortgagors will keep no insurance on said buildings other than as stated herein. That it shall be optional with the Mortgagee to name the company or companies and the agents thereof by which the insurance shall be written, and to [illegible] any policy which may be received [illegible] and to cause the policies to be written, all at the cost, charge and expense of the Mortgagors [illegible] shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against. That the Mortgagee is authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf of the Mortgagors and their assigns and the Mortgagee.

That the Mortgagors will pay all taxes, assessments, and other governmental levies, now or hereafter assessed against the mortgaged premises, or imposed upon this mortgage or the note secured hereby, as soon as the same become due and payable, and shall immediately pay and discharge any lien having precedence over this mortgage. And to assure prompt payment the Mortgagors agree to pay to the Mortgagee monthly budget payments estimated by the Mortgagee to equal one-twelfth of the annual insurance premiums, taxes, assessments, and other governmental levies, which are or may become due upon the mortgaged premises, or upon this mortgage or the note secured hereby, the amount of such payments to be adjusted from time to time as conditions may require. The budget payments so accumulated may be applied by the Mortgagee to the payment of such taxes, assessments or levies in the amounts shown by the official statements thereof and to the payment of insurance premiums in the amount actually paid or incurred therefor. And such budget payments are hereby pledged to the Mortgagee as collateral security for the performance of this mortgage and the note secured hereby and the Mortgagee may at any time without notice apply said budget payments upon any sums delinquent upon said note or under the terms of this mortgage.

In any action brought to foreclose this mortgage or to protect the lien hereof, the Mortgagee shall be entitled to recover from the Mortgagor a reasonable attorney fee to be allowed by the court, and the reasonable cost of searching the records and obtaining abstracts of title or title reports for use in said action, and said sums shall be secured by this mortgage. In such foreclosure action a deficiency judgment may be entered in favor of the Mortgagee, and a receiver may be appointed at the Mortgagee's request to collect the rents, issues and profits from the mortgaged premises.

And it is further covenanted and agreed that the owner and holder of this mortgage and of the promissory note secured hereby shall have the right, without notice, to grant to any person liable for said mortgage indebtedness any extension of time for payment of all or any part thereof, without in any way affecting the personal liability of any party obligated to pay such indebtedness.

Wherever the terms "mortgagor" [illegible] and the [illegible] shall be [illegible]

White Salmon
Dated at [illegible] Washington Jan 13 [illegible] 78

John Thomas Day
JOHN THOMAS DAY

Frances M. Day
FRANCES M. DAY

STATE OF WASHINGTON, ss.
County of [illegible] Skamania

On this day personally appeared before me John Thomas Day and Frances M. Day, husband and wife,***
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of January A.D. 1978

Thomas M. Lopez
Notary Public in and for the State of Washington,
residing at [illegible] therein.

MORTGAGE

Loan No. 14-00191

FROM

JOHN THOMAS DAY
and
FRANCES M. DAY

TO

Riverview Savings Association

STATE OF WASHINGTON
COUNTY OF SKAMANIA ss.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY [illegible]

Mail To

Riverview Savings Association