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BOOK 55 PAGE 713

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MORTGAGE

THE MORTGAGOR

GEORGE G. WILSON and TRUDY F WILSON, husband and wife.

MORTGAGE to COLUMBIA GORGE BANK

a corporation, hereinafter called the mortgagee, to secure payment of TEN THOUSAND AND NO/100 -----

DOLLARS (\$10,000.00)

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 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 Jos. Rollins DLC in Sections 26, 27 and 34, Township 3 North, Range 3 EWM, more particularly described on Schedule A attached hereto; TOGETHER WITH all water rights appurtenant thereto; AND SUBJECT TO easements and reservations of record.



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 continuously 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 renewal, 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 at attorney's fees 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 which 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 written consent of the mortgagee therein.

Dated at Stevenson this 3 day of August, 1978

Stevenson

George G. Wilson (SEAL)
Trudy F. Wilson (SEAL)

STATE OF WASHINGTON,

COUNTY OF Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 3 day of August 1978 personally appeared before me George G Wilson and Trudy F Wilson, 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.

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

PARCEL NO. 1

A tract of land located in Sections 27 and 34, Township 3 North, Range 8 EWM, more particularly described as follows:

Beginning at a point describing Highway Engineer's station 362+26.3 for Primary State Highway No. 8; thence north 23° 29' east 65 feet to the initial point of the tract hereby described; said point being marked by a concrete highway monument; thence north 66° 31' west following the northerly line of said highway right of way 223 feet to a concrete highway monument; thence north 23° 29' east 200 feet; thence south 66° 31' east 223 feet to a point north 23° 29' east from the initial point; thence south 23° 29' west 200 feet to the initial point;

SUBJECT TO a right of way for Primary State Highway No. 8 granted to the State of Washington by deed dated February 1, 1955, and recorded February 21, 1955, at page 238 of Book 39 of Deeds, Records of Skamania County, Washington; and relinquishment of rights of access to said highway and light, view, and air as set forth in the aforesaid deed.

PARCEL NO. 2

Beginning at the section corner common to Sections 26, 27, and 34, Township 3 North, Range 8 EWM, said point being marked by a brass monument established by the Skamania County Engineer; thence along the south line of the said Section 27 south 89° 52' west 67.61 feet; thence south 01° 36' east 176.44 feet to a concrete post; thence north 66° 09' west 239.32 feet to a concrete post; thence north 66° 14' west 222.14 feet; thence north 24° 20' east 19.12 feet; thence north 66° 01' west 43.48 feet to the northeast corner of a tract of land conveyed to Konrad L. Hauser and Ora J. Hauser, husband and wife, by deed dated December 3, 1964, and recorded at page 385 of Book 53 of Deeds, Records of Skamania County, Washington; thence north 66° 01' west 150 feet; thence north 280 feet; thence west 240 feet, more or less, to intersection with the east line of a tract of land conveyed to Fred Paasch and Mary Paasch, husband and wife, by deed dated April 3, 1952, and recorded at page 94 of Book 35 of Deeds, Records of Skamania County, Washington; thence north along the east line of said tract 205 feet, more or less to a point 600 feet north of the south line of the said Section 27, said point being the southeast corner of a tract of land conveyed to Robert W. Barnes by deed dated January 28, 1947, and recorded at page 279 of Book 31 Deeds, Records of Skamania County, Washington; thence east 1,170 feet, more or less, to a point on the east line of the Jos. Robbins DLC, in the said Section 26, said point being 600 feet north of the intersection of the east line of the said Robbins DLC with the south line of the said Section 26, thence south 600 feet along the east line of the said Robbins DLC to the south line of the said Section 26; thence along the south line of the said Section 26 south 88° 01' west 299.76 feet to the point of beginning;

TOGETHER WITH an easement and right of way over and across the existing road extending in a southerly direction from the west line of the above described tract for access to Primary State Highway No. 8;

SUBJECT, however, to the existing water right appurtenant to the real property in Sections 34 and 35, Township 3 North, Range 8 EWM, conveyed by School District No. 301 to Robert W. Barnes and Blanche A. Barnes, husband and wife.

EXCEPT one acre, more or less, reserved by Duane B. Berry and Inez J. Berry, husband and wife, and by Michael H. Rike and Carol A. Rike, husband and wife, by deed of even date herewith and easements appurtenant thereto.

George G. Wilson
GEORGE G. WILSON

Trudy F. Wilson
TRUDY F. WILSON