

87007

S8-10962

MORTGAGE

BOOK 55 PAGE 722

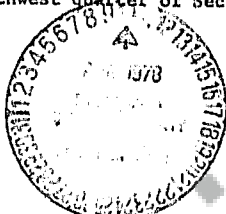
2-5-19-1309

THE MORTGAGOR,

PATRICK S. CONNOLLY and LENETTE L. CONNOLLY, a marital community
hereinafter referred to as the mortgagor, mortgages to Metropolitan Mortgage and Securities Company, Inc.,

the following described real property situate in the County of Skamania, State of Washington:

The North 660 feet of the West 1320 feet of the North half of the Southwest quarter of Section 19, Township 2 North, Range 5 E.W.M.
EXCEPT the West 660 feet thereof.
Together with a 60 foot road easement over and across the South 60 feet of the North 690 feet of the North half of the Southwest quarter of Section 19, Township 2 North, Range 5 E.W.M.
EXCEPT the West 610 feet thereof.



together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of FIFTEEN THOUSAND NINE HUNDRED and NO/100-----Dollars with interest from date until paid, according to the terms of that certain promissory note bearing even date herewith.

This property is (XXXX) being used for agricultural or farming use.

This mortgage is junior and inferior to that certain mortgage dated to and dated to. As a part of the consideration herein the mortgagor agrees to keep all conditions and covenants contained in said prior indebtedness current, and any default in any of said conditions or covenants shall be deemed a default herein and the mortgagee shall have the option of paying any sums necessary to correct such default and add the same to the unpaid balance of the Note secured at its same rate of interest, or to make demand upon the mortgagor to correct such default in writing within 10 days and upon his failure to do so in accordance with said demand the mortgagee may proceed with all the legal remedies including foreclosure of this mortgage and any other security given simultaneously herewith in accordance with said default.

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 encumbrances of every kind; that he will keep the property free from any encumbrances 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 hereby secured, at least ten days before delinquency, and will immediately deliver proper receipts herefor 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 to mortgagee and for the mortgagee's benefit, and will deliver to mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.

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 the principal and interest of any prior encumbrance or of insurance premiums or other charges secured 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 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 may be foreclosed.

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

Dated at Vancouver, Washington

this August 7, 1978

Patrick S. Connolly (SEAL)
Patrick S. Connolly
Lenette L. Connolly (SEAL)
Lenette L. Connolly

STATE OF WASHINGTON

County of

Clark

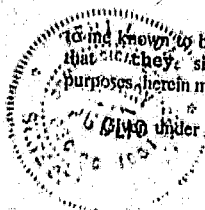
ss.

44-121-55 PAGE 723

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this
7th day of August, 1978 personally appeared before me

Patrick S. Connolly and Lenette L. Connolly

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 herein mentioned.



Given under my hand and official seal the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of Washington,
residing at Vancouver

STATE OF WASHINGTON

County of

ss.

On this

day of

and
and

before me personally appeared

to me known to be the of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year in this certificate above written.

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

87007

MAIL TO:

FILED IN BOOK 128
PAGE 128
FILED BY
CLERK OF DISTRICT COURT
OF CLATSOP COUNTY, WASH.
ON 8-14-78
AT 10:00 AM
CLERK OF DISTRICT COURT
CLATSOP COUNTY, WASH.
COUNTY CLERK FOR
CLATSOP COUNTY

INDEXED	FILED
INDEXED	FILED
RECORDED	FILED
COMPARED	FILED
MAILED	FILED