

MORTGAGE

THE MORTGAGOR S

NELS P MADSEN AND MYRTLE J MADSEN, husband and wife

3K11159

2-6-73-1100

MORTGAGE to

COLUMBIA GORGE BANK

a corporation, hereinafter called the mortgagee, to secure payment of ELEVEN THOUSAND SEVEN HUNDRED SEVENTY

THREE AND 54/100 ----- DOLLARS (\$11,773.54)

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:

That portion of the southeast quarter of the northeast quarter of Section 33, Township 2 North, Range 6 EWM, described as follows: BEGINNING at the quarter post on the east line of the said section 33; thence west 880 feet; thence North 19° 47' east 595 feet; thence east 678 feet to the east line of the said section 33, thence south to the point of beginning. ALSO: the southwest quarter of the southwest quarter to the northwest quarter of section 34, Township 2 North, Range 6 EWM.

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 on this mortgage or the debt thereby secured, at least ten days before delinquency, and will immediately deliver to the mortgagee 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 will maintain 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 mortgagee may, at its option, receive 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 or interest, any prior incumbrances, insurance premiums or other charges secured hereby, and any amounts so paid, with interest thereon at the highest legal rate, on 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 mortgagee shall be the sole judge of the value 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 default shall 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 a suit brought to enforce 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 for attorney's fee and all costs and expenses incurred 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.

Once bringing action to enforce the 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 mortgagees therein.

Signed at Stevenson

this 24

day of August

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X
X

(REAL)

(REAL)

STATE OF WASHINGTON,
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 24 day of August 1978

personally appeared before me

Nels P Madsen and Myrtle J Madsen,

husband and wife.

to be 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 therein mentioned.

TAKEN UNDER MY HAND AND OFFICIAL SEAL the day and year last above written

NOTARY PUBLIC
J. G. GARRARD, JR.
FIDELITY & SECURITY, INC. - YACHTMAN

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