87182

BOOK [illegible] PAGE [illegible]

MORTGAGE

SK 111 7

THE MORTGAGORS STEPHEN G LYTSELL and JANET L LYTSELL, husband and wife.

MORTGAGE to COLUMBIA GORGE BANK

3-7-36 DD-16.00

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:

THAT portion of Lot 3 of MELDAN ACRES according to the official plat thereof on file and of record at page 84 of Book A of Plats- Records of Skamania County, Washington, more particularly described as follows: Beginning at a point on the Westerly line of the said Lot 3 North 25°56'West 120 feet from the Southwesterly corner therof; thence North 64°04'East 150 feet to the Easterly line of the said Lot 3; thence North 25° 56' West following the Easterly line of the said Lot 3 of a distance of 120.4 feet; thence South 64° 04' West 150 feet to the Westerly line of the said Lot 3; thence South 25° 56' East 120.4 feet to the point of beginning. TOGETHER WITH an easement and right to use in common with others a certain 20 foot road or alley lying Southerly of the above described tract as more particularly described in deed dated August 31, 1942, at page 241 of Book 29 of Deeds, Records of Skamania County, Washington.

Together with the appurtenances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all trees and shrubs, all awnings, screens, mantels, linoleum, [illegible] and all shades and all plumbing, lighting, heating, including oil burners, [illegible] and all fixtures now or hereafter belonging to or used in connection [illegible] considered as part of the realty.

The mortgagor covenants and agrees with the mortgagee [illegible] of the property in fee simple and has good right to mortgage and convey it, that [illegible] of every kind, that he will keep the property free from any encumbrances prior to this [illegible] taxes and assessments levied or assessed on the property and on this mortgage, or the debt [illegible] taxes before delinquency, and will immediately deliver proper receipts therefor to the mortgagee; that [illegible] property, that he will keep the buildings now or hereafter placed on the property in good order and [illegible] against any damage by fire to the extent of at a fair insurable value, [illegible] in a company acceptable to the mortgagee and for the mortgagee's benefit, and will deliver to the mortgagee the policies, and [illegible] at least [illegible] before expiration of the [illegible] policies.

The mortgagor agrees that if the mortgaged property is owned by more than one man, the mortgagee may accept payments and credit payments received by it upon any of said notes or portion [illegible] one and part on another, in such manner as it may elect. The mortgagee reserves the right to refuse partial payments of principal except on the date [illegible] payment is due on any note or in whole unless otherwise provided in the note or notes given with this mortgage.

The mortgagor shall not [illegible] alter any of the improvements on the mortgaged premises without the consent of the mortgagee; all improvements placed thereon [illegible] mortgaged property mortgaged herein.

Should the mortgagor fail to [illegible] covenants or agreements, then the mortgagee may perform [illegible] and may pay any [illegible] principal and interest on any prior encumbrance, [illegible] assuming rather than accepted may pay any [illegible] principal and interest on any prior encumbrance, [illegible] assuming rather than accepted hereby, and all payments made, with interest thereon at the highest legal [illegible] shall be repayable by the mortgagor on demand, and shall be secured by this mortgage without [illegible] of any [illegible] proceeds arising from breach of any of the covenants herein [illegible] the mortgagee shall be the judge of the validity of any [illegible] lien asserted against the property, and pay or thereof [illegible] the mortgagee shall [illegible] right to recover the amount so paid with interest.

[illegible] of the existence thereof, and if default be made in the payment [illegible] herein [illegible] or in the performance of any of the covenants or agreements herein contained, then in any such [illegible] the balance 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 suit to foreclose this mortgage or to recover any charge growing out of the debt hereby secured, or any suit which the mortgagee may be obliged to defend to protect the mortgaged property or the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fee and all costs and expenses in connection with such suit, and also reasonable cost of searching records, title company costs, which sum shall be secured hereby [illegible] before any decree of foreclosure.

Upon bringing action to foreclose this mortgage or at any time in 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.

Dated at Stevenson this 28 day of August 19 78

Stephen G. Lytsell (SEAL)

Janet L. Lytsell (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 28 day of August 1978 personally appeared before me Stephen G Lytsell and Janet L Lytsell, 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 Carson

FORM OF BANK, PORTLAND, OREGON

Unofficial Copy