87182

BOOK [illegible] PAGE [illegible]

MORTGAGE

SK 111-7

3-7-36 PD-Acc

THE MORTGAGORS STEPHEN G LYTSELL and JANET L LYTSELL, 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:

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, refrigerating [illegible] whether [illegible], window shades and all plumbing, lighting, heating, including oil burning [illegible] and watering apparatus, and all fixtures now or hereafter belonging to or used in connection [illegible] which shall be construed as part of the realty.

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

The mortgagee agrees that if the mortgaged property [illegible] more than one unit, the mortgagor may [illegible] credit payments received by it upon any of said notes [illegible] part of one note and part of another, in such manner [illegible] The mortgagee reserves the right to refuse partial payments [illegible] the note specifies the date for payment [illegible] wholly unless otherwise provided in the note or notes given to [illegible] mortgage.

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

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

Time is of the essence hereof, and if default be made in the payment [illegible] of the debt hereby secured or in the performance of any of the covenants or agreements herein contained, then in any such [illegible] the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, [illegible] at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed.

In any suit 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 [illegible] priority of 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 sums shall be secured hereby [illegible] any decree of foreclosure.

Upon bringing action to foreclose this mortgage or [illegible] which such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of [illegible] 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

NAME OF FIRST MORTGAGEE TAKING

Unofficial Copy