## SK113:59

## MORTGAGE

THE MORTGAGOR DAVID L ALLEN and DEBORAH K ALLEN, husband and wife

MURTGAGE

COLLIMBIA CORCE BANK

a corporation, hereinafter called the mortgages, to secure payment of EIGHT THOUSAND AND NO/100

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 mortgager and to secure the payment of such additional money as may be leaned hereafter by the mortgagee to the inortgager for the purpose of repairing, renovating, altering, adding to or improving the mortgaged property, or any part theseof, 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 , State of Washington, to-wit: SKAMANTA

A tract of land in the south half of the southeast quarter of the northeast quarter and the east half of the northeast quarter of the urugheast quarter; all in Section 1 and the east hair of the northeast quarter of the Rougheast quarter; all in Section Township 3 North, Range 7 1/2 EMM, all lying within Skaramia County, State of Washington, more particularly described as follows: BENINNING at the east quarter corner of said Section 1; thence north 00°44'36" east a distance of 393.80 feet; thence north 88°30'40" west a distance of 648.65 feet; thence south 00°36'22" west a distance of 42.54 feet; thence south 40°01'45" east 993.88 feet thence north 00°36'30' east a distance of 387.98 feet to the true point of beginning 00°39'30" east a distance of 387.98 feet to the true point of beginning.

EXCEPT that portion of sold tract lying within the right of way of OLD STATE HIGHWAY.

together with t'e appurtenances, fixtures, attachments, tenements and here/itaments velonging or appertaining thereto, including all trees and shr abs, all awnings, screens, mantels, linoleum, refrigeration and other house service equipment, venetian blinds, window shader and all plumbing, lighting, heating (including oil burnes), cooli. §, 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.

fixtures now or hereafter belonding to or used in connection with the property, all of which shall be construed as part of the realty. The mortgager covenants and agrees with the mortgage as fellows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey i.; 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 ap 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 property stherefor to the mortgage; 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 unext may insured against loss or damage by fire to the full insurable value thereof in a company acceptable and approve by the mortgage and for the mortgage is benefit, and will deliver to the mortgage the policies, and renewals thereof at least five days before expiration of the old policies.

The mortgager agrees that if the mortgage indebtedness a 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 mortgage may elect. The mortgage reserves the right to refuse payments in oxess of those specified in the note agreement or payment of the ab tin whole, unless otherwise provided in the note or notes given with this murtgage.

the mortgagor shall not move or alter any of the structures on the mortgaged premises without consent of the mortgagee. It is provenients placed thereon shall become a part of the real property mortgaged herein.

Should the motigager default in any of the foregoing coverages or agreements, then the mortgages 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 mortgager or demand, and shall also be secured by this mortgage without waiver or any right or other remedy arising from breach of any of the coverants hereof. The mortgages shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgages shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof, and if default by made in the payment of any of the sums hereby secured of in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of unpaid principal, with accrued 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 mortgage may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgage agrees to pay a reasonable sum at 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 accured 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 mortgager 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 writtensconsent of the nortgagestatherein,day of Stavenson

23 October 9 elocal K Alla (seal)

STATE OF WASHINGTON, COUNTY OF Skamania

I, the undersigned, a notice repolity is sind for the state of Washington, hereby certify that on this 23 day October 1978

October 1978

October 1978

October 1980

Octo

to me kolorin to be the individual a december signed and scaled the same as

the Keenin to be the individual B desired and who executed the foregoing instrument, and acknowledged that the property of the uses and purposes therein mentioned.

GIVEN UNDER MY MAND AND OFFICIAL SEAL the day and year last above written. William, THE ME GOOD PROPERTY HE. VACONA

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