

MORTGAGE

THE MORTGAGOR, DALE T. PETERSON AND MARY E. PETERSON and wife,

MORTGAGE TO COLUMBIA COUNTY BANK

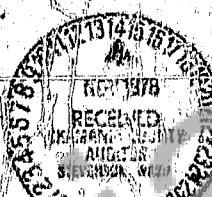
A corporation, hereinafter called the mortgagor, as trustee pursuant to Article 11, Section 1, and NO/100

DOLLARS (\$5,000)

In "legal money" of the United States of America, together with interest thereon, according to the sum and conditions of this instrument, previously noted now or hereafter exacted by the mortgagor and to secure the payment of such additional money as may be loaned hereinafter by the mortgagor to the mortgagor for the purpose of repairing, maintaining, 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 interests or estate therein, that the mortgagor may have or acquire, together with the income, rents and profits therefrom, situated in the

County of Skamania, State of Washington, to-wit:

2. Block 10, Third Addition to the Plat of Relocated North Bonneville, Block 10 recorded in Book B of Plats, pages 34 and 35 under Skamania County Additon's File No 85402, records of Skamania County, Washington.



together with the appurtenances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all trees and shrubs, all windows, screens, doors, linoleum, refrigerators and other house hold equipment, venetian blinds, window shades and all plumbing, lighting, heating (including air burner), cooling, ventilating, elevating and watering apparatus and all fixtures now or hereafter belonging 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 owner 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 incumbrances prior to this mortgage, that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or on the claim thereby secured, at least ten days before delinquency, and will immediately deliver proper receipts 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 incessantly 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 deliver to the mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.

The mortgagee agrees that if the mortgage indebtedness is 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 mortgagor 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 make 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 and interest of any prior incumbrance or of insurance premiums or other charges accrued hereby, and any amounts 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 herein. The mortgagee shall be the sole judge of the validity of any tax, assessment, fine, or other charge against the property, and payment therof by the mortgagor shall entitle the mortgagee 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 and payable, 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 mortgagee may be obliged to defend to protect the unimpaired priority of this lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees 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 and included in any decree of foreclosure.

Upon bringing action to foreclose this mortgage or at any time while a proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the property, and pay, or any part thereof, and the income, rents and profits therefrom. The mortgagee 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.

Mortgagor shall not modify this covenant in whole or in part, without first obtaining written consent of the mortgagee, the 11th day of November, 1978.

STATE OF WASHINGTON
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 6 day of

November 1978

and in the presence of Daryl Peterson and Hope M. Peterson,

personally appeared before me and were and duly sworn and affirmed to me to be true and accurate to the best of their knowledge and belief individual(s) so described in and with respect to the foregoing instrument, and acknowledge that they signed and affixed their names thereto this 11th day of November 1978, for the use and purpose therein mentioned.

GIVEN UNDER MY HAND AND SEAL THIS 11th day of November, 1978.