

## MORTGAGE

5/1-1/2-25-100  
THE MORTGAGORS

ELMER G STACY and BEVERLY A STACY, husband and wife

MORTGAGE to COLUMBIA GORGE BANK

a corporation, hereinafter called the mortgagee, to secure payment of

TWELVE THOUSAND AND NO/100 -----

DOLLARS (\$12,000.00)

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 repainting, 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:

A tract of land located in Gov't Lot 11 of Sect. 34 and in Gov't Lot 2 of Sec 25, 3-7 $\frac{1}{2}$ . Beginning at the NW Corner of said section 25, thence along the N line of said Sect. 25 with an assumed bearing of N 89 41' E 1892.5 ft, thence due S 199.1 ft. to an iron pipe on the S right of way line of the county road known as the Loop Rd; said point being the initial point of the tract thereby described; thence S 32 33' W 203.3 ft; thence N 65 51' W 459.9 ft. thence N 39 47' E 256.2 ft; thence S 78 54' E 205.5 ft to an iron pipe on the S right of way line of said county road; thence SE along said right of way line 240 ft. more or less to the point of beginning. said tract containing 2.58 acres more or less ALSO all water rights to that certain spring now piped to above described property and rights of ingress and egress to and from said spring for maintenance purposes. 62-827- Beginning at a point on the South Right of way line of Loop County Road, 1730 feet E and 31 ft S of the NW corner of Section 25, thence N 78 54' W 205.5 ft; thence S 39 47' E 256.2 ft, thence N to southerly r/w line of Loop Rd. Thence SELY along said r/w line to pos 2 acres more or less. There is also the appurtenances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all and sundry, 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 and all 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/or on this mortgage or the debt 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 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 deliver to the mortgagee 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 credit payments received by it upon any of said notes, or part of any payment on one note and paid 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 and interest or 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 mortgagor on demand, and shall also be secured by this mortgage without waiver or any right or other remedy arising from breach of any of the covenants hereof. The mortgagee shall be the sole judge of the validity 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 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 without notice, 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 the lien hereof, the mortgagor 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 secured 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 mortgagor hereby consents that if 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 the written consent of the mortgagee, thereon.

Witness my hand and seal this 25th day of January, 1979

Stevenson

25th

January

1979

(SEAL)

(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 25th day of January, 1979

25th day of

husband and wife.

Elmer G Stacy and Beverly A Stacy,

to me known to be the individuals 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 Stevenson, WA.