88012

BOOK 56 PAGE 135

FLB 4017A (9-77)

SK 11357
1-5-80

FEDERAL LAND BANK MORTGAGE

FLB LOAN 177153-1

Recorded ____ at ____ o'clock ____ . Page ____

Auditor, Clerk or Recorder

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED FOR RECORD AT THE REQUEST OF Stewart Title Co. OF Skamania Co. THIS 30 DAY OF Jan. 1980 AT 2:00 O'CLOCK P. M. AND RECORDED IN VOLUME 56 OF Deeds ON PAGE 135 RECORDS OF SAID COUNTY. Jan 31 1980 COUNTY AUDITOR

KNOW ALL MEN BY THESE PRESENTS, That on this 23rd day January, 19 79,

Richard M. Tuholsky and Debi Kay Tuholsky, husband and wife

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hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, hereinafter called the Mortgagee, the following described real estate in the County of Skamania, State of Washington

The description of the real property covered by this mortgage consists of one page marked Exhibit "A" which is attached hereto and is by reference made a part hereof.

EXHIBIT "A"

FLB No. 177153-1

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 5 E. OF THE W.M., LYING WESTERLY OF COUNTY ROAD NO. 1004 (DESIGNATED AS THE BELLE CENTER ROAD), DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, THAT IS 330 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 330 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, AND THE EASTERLY EXTENSION THEREOF, TO THE SOUTHWEST CORNER OF THAT TRACT CONVEYED TO LEWIS CHARTRAND, ET UX, BY DEED RECORDED AT PAGE 179 OF BOOK 66 OF DEEDS, RECORDS OF SKAMANIA COUNTY; THENCE NORTH 89°47' WEST, ALONG THE WEST LINE OF SAID CHARTRAND TRACT, A DISTANCE OF 330.14 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 76°51' EAST, ALONG THE NORTH LINE OF SAID CHARTRAND TRACT, A DISTANCE OF 228.6 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID COUNTY ROAD NO. 1004; THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID COUNTY ROAD NO. 1004, A DISTANCE OF 195 FEET; THENCE SOUTHWESTERLY TO THE TRUE POINT OF BEGINNING.

Initialed: RMT, DKT

Unofficial Copy

including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of $ 45,500.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of February, 2014.

MORTGAGORS COVENANT AND AGREE:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

To pay all debts and money secured hereby when due.

To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without delay the construction on said premises of any building, structure or improvement in progress, any improvements to existing structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part; not to remove or demolish or permit the removal or demolishment of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose, not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said lands properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; and to do all acts or things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises.

To pay before delinquency all taxes, assessments and other charges upon said premises, all assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; and to suffer no other encumbrance, charge or lien against said premises which is superior to this mortgage.

To keep all buildings now existing or hereafter erected continuously insured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amounts as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the mortgagee, with a loss payable clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy which may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it may elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part and all expenditures made by the mortgagee in so doing, together with interest and costs, shall be immediately repayable by the mortgagors without demand, shall be secured by this mortgage, and shall draw interest until paid at the default rates provided for in the note hereby secured.

Time is material and of the essence hereof, and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor, except by the written permission of said mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, all indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of 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 deem it necessary to prosecute to defend to a suit or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Unofficial Copy

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

STATE OF _____ } ss.
County of _____ }

On _____, before me personally appeared

Richard M. Tuholsky and Debi Kay Tuholsky

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

_____
NOTARY PUBLIC
My Commission Expires _____

STATE OF _____ } ss.
County of _____ }

On _____, before me personally appeared

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

_____
NOTARY PUBLIC
My Commission Expires _____

FEDERAL LAND BANK Assn.
P.O. Box 1[illegible]
Vancouver, Washington 98663