

88664

REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That KENNETH L. McGLOTHLIN and SUSAN McGLOTHLIN, husband and wife, hereinafter referred to as "Mortgagor" does by this instrument mortgage unto PAUL BUHMAN, Executor of the Estate of Victoria Buhman, Deceased, being Probate 2718 of the Superior Court of the State of Washington for Skamania County, hereinafter referred to as "Mortgagee", the following described real property situated in Skamania County, State of Washington, to-wit:

That portion of the West half of the Southwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, more particularly described as follows:
 BEGINNING at a point on the West line of the Southwest quarter of said Section 1120 feet North of the Southwest corner thereof; thence East parallel with the South line of said Section 500 feet; thence North parallel with the West line of said Section 580 feet; thence West parallel with the South line of said Section 500 feet to the West line thereof; thence South along the West line of said Section 580 feet to the point of beginning.
 EXCEPT County Roads and subject to electric transmission lines, if any, concerning said property as now appearing of record.



This mortgage is given to secure the performance of the covenants herein contained and the payment of the sum of TWO THOUSAND ONE HUNDRED SIXTY-ONE AND 75/100 (\$ 2,161.75), plus interest, according to the terms of one certain promissory note executed by Mortgagor to Mortgagee bearing even date herewith, and secures any extensions or renewals of the same.

The Mortgagor covenants as follows: That Mortgagor is the owner of the property above described and has the lawful right to mortgage the same as herein provided; that the aforesaid property is now free of liens or encumbrances of every kind and nature, except as may be noted above; that Mortgagor will seasonably pay all taxes or municipal or governmental assessments of every kind and nature levied on the property during the term of this mortgage; that Mortgagor will permit no waste of the property and will at all times keep and maintain the property and any buildings or other improvements thereon in a clean and sanitary condition and in a good state of repair and maintenance; that Mortgagor will at his sole expense keep all insurable buildings on the property continually insured against fire and extended coverage to the full insurable value of the same, with proceeds of such insurance payable to the parties in interest, and which policies of

insurance shall be delivered to Mortgagee, and Mortgagor covenants in all things concerning the premises herein mortgaged to manage and protect the same so as to preserve and protect, rather than to diminish, the Mortgagee's security interest therein. In event Mortgagor shall fail to pay the several sums above mentioned, including the Promissory Note secured hereby, or if Mortgagor shall otherwise fail or neglect to perform the terms of this mortgage, then Mortgagee is privileged, at the election of Mortgagee, to make any such payments or otherwise perform said covenants, and any sums so paid or incurred by Mortgagee thereby shall be forthwith repayable by Mortgagor on demand, and any such advances shall likewise be secured by the lien of this mortgage.

Time is of the essence of this mortgage. If Mortgagor shall default in the payment of the sums secured hereby, or shall fail or neglect to perform the several terms and conditions of this mortgage, then all sums secured hereby shall become immediately due and payable at the option of Mortgagee, and the Mortgagee, at his election, may proceed to foreclose this mortgage as provided by law. In event of any such foreclosure action, or in event Mortgagee shall become obligated to institute or defend any suit or action to protect the priority and lien of this mortgage, or to preserve the mortgaged premises, then Mortgagor covenants to pay such sum as the court shall adjudge reasonable as attorney fees in said suit, together with the costs of any such action and the necessary expense of searching public records concerning the mortgaged premises.

ADDITIONAL COVENANTS: NONE

IN WITNESS WHEREOF, the Mortgagor has executed this instrument this 25 day of May, 1979.

Kenneth L. McGlothlin
Kenneth L. McGlothlin

Susan M. McGlothlin
Susan McGlothlin

STATE OF WASHINGTON }
County of Clark } ss.

MORTGAGOR

On this day personally appeared before me KENNETH L. MCGLOTHLIN and SUSAN MCGLOTHLIN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25 day of May, 1979.

[Signature]
Notary Public in and for the State
of Washington,
Residing at Washougal