24648

MORTGAGE

THE MORTGAGORS

ROBERT D. QUOSS and KERMA G. QUOSS, Husband and Wife,

MORTGAGE

COLUMBIA GORGE RANE

a corporation, hereinafter called the mortgages, to accure payment of Twelive Thousand, Five Hundred Twenty-two and 60/100ths---

JUN 1979 RECEIVED KAM NIA COUNT AUNTOR STEVENSON, WASH

DOLLARS (\$12,522.60 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 lessed because by the mortgage to the mortgagor for the gurpose of repairing, renovating, altiting, 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 Skamania , State of Washington, to-wit:

A tract of Land located in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 28, Township 3 North, Range 8 EMM, described as follows:
BEGINNING at a point south 00°23'09" west 660 feet from the northeast corner of the NW 1/4 NW 1/4 of the said Section 28; thence west 30 feet to the initial point of the tract hereby described; thence north 89° 26' 15" west 192.75 feet; thence north 00° 23' 09" east 0.33 feet; thence north 89° 26' 15" west 48.15 feet; thence south 00° 23' 09" west 361.96 feet to the northerly line of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's No. 1 and No. 2 Removed LecCoules electric tracer transmission lines: thence assembly following No. 2 Ronneville-Coulee electric power transmission lines; thence esterly following said northerly line 240.9 feet to a point 30 feet west of the east line of the NV 1/4 NW 1/4 of the said Section 28; thence north 00° 23' 09" east 361.29 feet to the initial point; said tract containing 2 acres, more or less.

together with the appurtmances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all trees and shrubs, all awnings, screens, mantels, lindeum, 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 now or hereafter belonging to or used in connection with the property, all of which shall be construed as part of the realty.

intures now or hereafter belonging 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 inortgage as follows: that he is lawfully select of the property in fee simple and has good right to mortgage and convey fit that the property is free from all lens and incumbrances of every kind; that he will keep the property free from any incumbrances prior to this mortgage; that he will pay all laxes and assessments levied or imposed in the property and/or on this mortgage or the debt thereby secured, at least for days before delinquency, and will immediately deliver proper receipts therefor to the mortgage; that he will not penult 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 mortgage and for the mortgage's benefit, and will deliver to the mortgage the policies, and renewals thereof at least five days before expiration of the viol policies.

The mortgages agrees that if the mortgage insulations is additional by more than one rate, the mortgage are appropriated by more than one rate.

The mortgagor agrees that if the mortgage indebtedress is evidenced by more than one note, the mortgage 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 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 mortgages; all improvements placed thereon shall become a part of the real property portgaged herein.

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Should the mortgager default in any of the inegoing extenants or signeements, then the mortgagee may perform the same and may pay any part or all of principal and interest of any party renembrances or of insurance pendiums or other charges secured hereby, and any amounts to paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgager on demand, and shall also be secured by this riorigage without waiver/or, any right or other remedy arising from breach of any of the coverants hereof. The mortgagee shall be the sole judge of the validity of any ins, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amounts to paid with interest.

Time is of the essence lereof, and if default be made in the payment of any of the sums hereby secured of in the performance of any of the coverants or agreements herein contained, then in any such case the remainder of utipaid principal, with accrued interest and all office indebtedness hereby secured, shall at the election of the mortgagee become immediately due without notice, and this mortgage shall be foreclosed.

In any action in foreclose this mortgage or to culter 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 meatgager agrees to pay a reasonable sum at attorney's fer and all costs and expenses in connection with such suit, and also reasonable cost of tearching 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 mortgage, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, reuts and profits thereform. The mortgaged hereby consents that in any action brought to foreclose this mortgage, a deficiency hydrogenous scalar hot assign that remaining cities application of the proceeds of the mortgage and profits the supplication of the proceeds of the mortgage without any part of the mortgage of the mort

Dated at Stevenson, WA

this 22nd day

STATE OF WASHINGTON,)... COUNTY OF SKEMENLE

> I, the underlighted, a nutary public in and for the state of Washington, hereby certify that on this June, 1979 perionally appeared before me Robertt D. Quoss and Kerma G. Quoss, Husband and Wife,

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the laind as "Theirs lifee and voluntary act and deed, for the uses and purposes therein mentioned." CIVEN UNCER MY MAND AND OFFICIAL SEAL the day and year but above written.

Notary Public in and for the State of Washington,

Carson, Wm 98610