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# MORTGAGE

THE MORTGAGOR, **Norman G. Allen and Angelina M. Allen, husband and wife,**

MORTGAGEE, **Columbia Gorge Bank**

CONTRACT, hereinafter called the mortgage, to secure payment of **Sixteen Thousand, Nine Hundred**

**Eighty Dollars and 00/100 cents**

**DOLLARS (\$16,947.00)**

at legal interest of the United States of America, together with interest thereon according to the terms and conditions of said note, principal sum or part thereof, or any part thereof, to the mortgagee for the purpose of repelling, remitting, suspending, adding to or increasing the amount of such sum or any part thereof, or for any other purpose whatsoever, the following described real property, and all interest of whomsoever that the mortgagor and his/her spouse, together with the heirs, issue and proceeds thereof, situated in the County of **Clallam**, State of Washington, namely:

A tract of land located in the Brugman D.L.C. in Section 2, Township 2 North, Range 7 E.W.M. described as follows:

Beginning at an iron pipe marking the intersection of the east line of the said Section 2 with the division line between the northwesterly and southwesterly halves of the said Brugman D.L.C.; thence along said division line north 64 degrees 10' east a distance of 301.32 feet to the initial point of the tract hereby described; thence north 21 degrees 08' west 303.67 feet; thence south 49 degrees 21' west 225.46 feet to intersection of the said division line; thence east 64 degrees 10' east along the said division line 300 feet to the initial point;

Subject to easements and rights of way for County Line No. 2072 designated as the River Road.

In consideration of the aforesaid sum, interest, attorney's fees, costs, expenses, damages, compensation and other amounts belonging or appertaining thereto, including interest and all other expenses, claims, demands, judgments, costs, expenses, attorney's fees, and all other amounts 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 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 pay all taxes and assessments levied or imposed on the property under or upon the title thereto or the fact thereby incurred, at least two days before delinquency, and will immediately deliver proper account thereof 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 reasonably insured against loss or damage by fire to the extent of the full insurable value thereof to 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 mortgagor's indebtedness 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 payment 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 mortgagee shall not make any alterations or additions on the mortgaged premises without consent of the mortgagee; all improvements thereto shall become a part of the real property mortgaged herein.

Should the mortgagee default in any of the foregoing covenants or agreements, then the mortgagor may perform the same and may pay any part or all of principal and interest of any prior liens or encumbrances or instruments 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 mortgagee on demand, and shall also be recoverable by this mortgage without waiver or 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 or lien asserted against the property, and payment thereof by the mortgagor shall establish the right to recover the amount so paid with interest.

This is of the date hereof, and if default be made in the payment of any of the sums hereby required 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 created, 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 prevent the unexpired priority of the title hereto, the mortgagor agrees to pay a reasonable attorney's fee and all costs and expenses in connection with such suit, and also reasonable cost of searching records, title company fees, which sum shall be recoverable and included in any decree of foreclosure.

Upon bringing action to foreclose this mortgage, or at any time which such proceeding is pending, the mortgagor, without notice, may apply for and obtain the appointment of a receiver for the mortgaged property or any part thereof, and the income, rents and profits therefrom. The receiver, having control, but in any event without foreclosing this mortgage, deficiency judgment may be taken for any balance of debt remaining after the application of the proceeds of the mortgaged property.

Mortgagor shall not assign this contract in whole or in part without first obtaining the written consent of the mortgagee thereon.

ATTESTED

27th day of July, 1979

*Norman G. Allen* (sign) *Angelina M. Allen* (sign)

STATE OF WASHINGTON  
County of Skamania

JULY 1979

I, the undersigned, a Notary Public in and for the state of Washington, hereby certify that on this 27th day of

July, 1979

personally appeared before me

**Norman G. Allen and Angelina M. Allen, husband and wife,**

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that signed and sealed the same in 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.

*John P. Morgan*  
Notary Public in and for the State of Washington  
Residing at Clallam, Washington 98321