

NY 358

THIS MORTGAGE, Made this 30th day of November 1978,
 by GEORGE DE GROOTE and COLUMBIA GORGE
 BUILDERS,
 to SIMLOG LEASING COMPANY

DE GROOTE and COLUMBIA GORGE
 Mortgage,

Mortgage,

WITNESSETH. That said mortgagor, in consideration of TWO HUNDRED FOURTEEN THOUSAND ONE HUNDRED FIFTY-NINE and 15/100---- Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Skamania County, State of Washington, bounded and described as follows, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 of Carson Valley III, according to plat recorded March 3, 1976, under Auditor's file No. 81820, Records of Skamania County, Washington.

EXCEPT the North 82.50 feet of Lots 44, 45, and 46.



Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain; and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$ 214,150.15

Portland, Oregon

November 30 1978

ON DEMAND after date, I (or if more than one maker) we jointly and severally promise to pay to the order of SIMLOG LEASING COMPANY at Portland, Oregon

TWO HUNDRED FOURTEEN THOUSAND ONE HUNDRED FIFTY-NINE and 15/100---- DOLLARS.

with interest thereon at the rate of 12 % per annum from date until paid; interest to be paid at maturity and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I do promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action be had hereon; if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

*George De Groot
Maria = De Groot*

FORM NO. 106 - PROMISSORY NOTE

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SKAMANIA

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment is to come due to-wit: On demand .19

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid, he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof, subject to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by him and such other bonds as the mortgagee may require on the said premises continuously insured against loss or damage by him and such other obligations secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagee as their respective net rents may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagee's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all disbursements made by filing officer or recording agencies as may be deemed desirable by the mortgagee.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
 (a) for business or commercial purposes; or
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, it is said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note. It being agreed that if failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagor shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagor may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right existing to the mortgagor for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagor at any time while the mortgagor neglects to repay any sums so paid by the mortgagor. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be levied by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgages respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagor, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagor may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine and the neuter, and that generally all grammatical changes shall be made, done, and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

IMPORTANT NOTICE: Date, by living or, whichever warranty term (b) is not complete, if warranty (d) is applicable and if the mortgagor is a creditor, as such term is defined in the Truth-in-Lending Act and Regulation Z, the mortgagor MUST comply with the Act by refusing to accept returned disclosures, for the purpose of this instrument, to be a FIRST for the purpose of a discharge see Statement Form No. 1203 as equivalent. If this instrument is NOT to be a first, see Statement Form No. 1204 as equivalent.

STATE OF OREGON

ss.

County of Clatsop

BE IT REMEMBERED, That on this 19th day of December, 1978, before me, the undersigned Notary Public in and for said county and state, personally appeared the within named George DeGroot and Gloria Z. DeGroot, husband and wife

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for OREGON Washington
My Commission expires August 15, 1981

MORTGAGE

FORM NO. 1204

EVERYTHING ELSE IS AMENDED OR REVERSED, OR IS

TO

AFTER RECORDING RETURN TO

SPACE RESERVED	
RECORDED	SEARCHED
INDEXED	SERIALIZED
FILED	FILED
REMOVED	REMOVED
COMPARED	COMPARED
MAILED	

STATE OF OREGON

County of Clatsop

I certify that the within instrument was received for record on the 2 day of December, 1978, at 3 o'clock PM, and recorded in book 56 on page 81 or as file rec. number

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

John T. Tolle Title

By *Deputy*.