87877

MORTGAGE

THE MONTCACOR Billy B. Coates, a single person

Columbia Gorge Bank

a	corporation	, herefrafter	r called the mortgage	e, to secure payment	of Six Thous	and and No/	1.00ths
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----- DOLLARS (\$ 6000.00

In legal money of the United States of America, together with interest thereon according to the terms rule conditions of one or more promissory notes now or hereafter executed by the mortgager and to secure the payment of such additional money as may be loaned hereafter by the mortgagee to the mortgagor for the purpose of repairing, renovating, altering, 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 County of Skamania , State of Washington, to-wit:

A tract of land in Government Lot 1 of Section 36, Township 4 North, Range 7 1/2 E.W.M., described as follows:

Beginning at the northeast corner of Government Lot 1 of the said Section 36; thence along the east line of the said Government Lot 1 scuth 430.39 feet to the initial point of the tract hereby described, said point being marked by a railroad spike; therice along said line south 308.58 feet; thence north 89° 30' west 7.5.81 feet to a point marked by a one-half inch iron rod; thence parallel to the east line of said Government Lot 1 north 308.58 feet to a point marked by a one-half inch iron rod; thence south 89° 30' east 725.81 feet to the initial point; EXCEPT right of way for existing road over and across the east 20 feet of said tract; said tract containing 5 acres, more or less.

together with the appurienances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all trees and shrubs, all awnings, screens, mantels, linoleum, refrigeration and other house service equipment, venetian blinds, window shades and all plumbing, lighting, heating (including oil burnes), 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.

The mortgagor envenants and agrees with the mortgager as follows that he is lawfully edged of the property in fee simple and has good right to mortgager and convey it; that the property is free from all items and incumbrances of every kind; that he will keep the property free from any incumbrances prior to this mortgage; that he will pay all taxes and assessments levide or imposed on the property and/do on this mortgage or the det thereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgager; 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 unceasingly missed against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable and approved by the mortgager and for the mortgager's benefit, and will deliver to the mortgager the policies, and renowals thereof at least five days before explaint or of the old policies.

The mortgagor agrees that if the mortgage indebtedness is evidenced by more than one note, the mortgagee 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 evera 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.

whole, unless otherwise provided in the note or notes given with this mortgage.

The mortgager shall not move or after any of the structures on the mortgaged premises without consent of the mortgagee, all improvements placed thereon shall become a part of the real property mortgaged herein.

Should the mortgager default in any of the foregoing covenants or agreements, then the mortgage may perform the same and may pay any part or all of principal and interest of any prior incumbrances or of insurance premiums or other charges secured hereby, and any amounts so paid, with interest thereon at the highest legal rate from the of payment shall be repayable by the mortgager un demand, and shall also be secured by this intrigage without waiver or any right or other remedy arising from breach of any of the covenants hereof. 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 mortgagee shall establish the right to receiver the amount so paid with interest.

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Time is of the exerce hereof, and if default be made in the payment of any of the similar hereby secured or in the performance of any of the invenants or agreements herein contained, then in any such case the remainder of unput principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgage become immediately due without motice, and this mortgage shall be forcelosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suff which the mortgage — be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgager agrees to pay a reasonable sum at attorney's fer and all costs and expenses in connection with such suit, any also reasonable cost of searching records, title company costs, which sums shall be secured bereby and included in any decree of foreclosure.

Upon bringing action to foreclose this mortgage or at any time which such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged preperty or any part thereof, and the income, rents and profits therefrom. The mortgaged hereby consents that in any action brought to foreclose this mortgage, a deficiency ladgment may be taken for any balance of debt remaining after the polication of the proceeds of the mortgaged property.

Mortgagors shall not assign this contract in whole or in part without first obtaining

(NEAL)

STATE OF WASHINGTON. COUNTY OF Skamania

> I, the undersigned, a notary hyblic in and for the start of Washington, hereby certify that on this beighfulls appeared before me Billy B. Coates January, 1979

2nd day of

No me known to be the individual

described in and who executed the foregoing instrument, and actes wiedged that he free and voluntary act and dead, for the uses and purposes a croin mentioned. signed and sealed the same as his CIVEN UNDER MY HAND AND OFFICIAL SEAL/The day and year last above writigh.

Notary Public in and for the State of Washington, residing at

PONN' BH ROSA PIONES INC. TACONS