

90099

MORTGAGE

BOOK 56

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JK-11585

THE MORTGAGOR **JAN C. KIELPINSKI AND PENELOPE A. KIELPINSKI, HUSBAND AND WIFE,**

MORTGAGE to COLUMBIA GORGE BANK

a corporation, hereinafter called the mortgagee, to secure payment of THIRTY-TWO THOUSAND and No/100ths

DOLLARS (\$ 32,000.00)

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 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:

together with the appurtenances, 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 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.

The mortgagor covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it, that the property is free from all liens 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 levied or imposed on the property and/or on this mortgage or the debt thereby secured, at least ten days before delinquency, and will immediately deliver proper receipts 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 unsexually insured against loss or damage by fire to the extent of the full insurable value thereof in 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 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 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 mortgagee, all improvements placed thereon shall become a part of the real property mortgaged herein.

Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee may reconvert the same as if 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 date of payment shall be repaid to the mortgagor on demand, and shall also be secured by this mortgage without waiver of 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 mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured 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 secured, 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 protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum for attorney's fees and all costs and expenses in connection with such suit, and also reasonable cost of searching records, title company costs, which sums shall be secured hereby and included in the 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 secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, rents and profits therefrom. The mortgagor hereby consents that in any action brought to foreclose this mortgage, a default judgment may be taken for any balance of debt remaining after the application of the proceeds of the mortgaged property.

Dated at Stevenson, 14th day of December, 1979

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 18th day of December, 1979,

personally appeared before me Jan C. Kielpinski and Penelope A. Kielpinski, husband and wife,

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their 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.

Notary Public in and for the State of Washington
residing at Carson, WA 98823

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 71 EAST OF THE W.M.; EXCEPT THE WEST 1/2 CORNER OF THE NORTH 1/2 OF THE NORTHWEST QUARTER OF THE NORTHEAST 1/4 OF THE SAID

together with the appurtenances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all trees and shrubs, all awnings, screens, mantels, linoleum, refrigerator and other house service equipment, venetian blinds, window shades and all plumbing, lighting, heating (including oil burners), 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 covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it, that the property is free from all liens 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 levied or imposed on the property and/or on this mortgage or the debt thereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor 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 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 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 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 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 mortgagee; all improvements placed thereon shall become a part of the real property mortgaged herein.

Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee 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 date of payment shall be repayable by the mortgagor on demand, and shall also be secured by this mortgage 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 recover the amount so paid with interest.

Time is of the essence hereof; and if default be made in the payment of any of the sums hereby secured 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 secured, 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 protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum at attorney's fees and all costs and expenses in connection with such suit, and also reasonable cost of searching 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 mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, rents and profits therefrom. The mortgagor hereby consents that in any action brought to foreclose this mortgage, a deficiency judgment may be taken for any balance of debt remaining after the application of the proceeds of the mortgaged property.

Dated at Stevens, 1979

December 19, 1979

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I, this undersigned, a notary public in and for the state of Washington, hereby certify that on this 18th day of

December, 1979, personally appeared before me Jan C. Kielpinski and Penelope A.

Kielpinski, husband and wife,

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their 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.

Notary Public in and for the State of Washington
Residing at Harbor, Astoria, Oregon

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 71 1/2 EAST OF THE W.M.; EXCEPT THE WEST 3 RODS OF THE NORTH 57 RODS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 36; AND EXCEPT THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SAID SECTION 36 LYING WESTERLY OF THE CENTER OF THE CHANNEL OF NELSON CREEK; AND EXCEPT THE FOLLOWING DESCRIBED TRACT;

BEGINNING AT A POINT 155.45 FEET NORTH 100.22 FEET EAST OF THE CENTER OF THE SAID SECTION 36; THENCE SOUTH 87.11 FEET; THENCE SOUTH 57.11 WEST 270 FEET; THENCE NORTH 177.50 WEST 70.1 FEET; THENCE NORTH 177.50 WEST 107.21 FEET TO THE POINT OF BEGINNING; AND EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE LOOP ROAD.

PARCEL 36

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 71 1/2 EAST OF THE W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 15 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 36; THENCE EAST 80 RODS; THENCE SOUTH 80 RODS; THENCE WEST 80 RODS; THENCE NORTH 80 RODS TO THE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE LOOP ROAD AS RECALLED.