FIRST AMERICAN TITLE COMPANY OF SKAMANIA COUNTY **90514** **BOOK** 57 **PAGE** 119

FORM No. 105A—MORTGAGE—One Page Long Form

1358

THIS MORTGAGE*, Made this* 13 *day of* March, *19* 80,

by RICHARD J KINGSLEY AND EILENE KINGSLEY *Mortgagor,*

to PORTLAND TEACHERS CREDIT UNION *Mortgagee,*

WITNESSETH*, That said mortgagor, in consideration of* ($7500.00) Seven Thousand Five Hundred and .00------------------------------ *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 Oregon, bounded and described as follows, to-wit:* PARCEL #1 A tract of land located in the SE 1/4 of the SW 1/4 of section
28, Township 2 North, Range 6 E.W.M., Skamania County, Washington, described as follows;
Beginning at the intersection of the centerline of County Road #1011, designated as the
Duncan Creek Road, and the centerline of an existing gravel road, described in Real Estate
Contract dated September 15, 1971, wherein Mary A. Miller is Purchaser, recorded at page 62
of book 64 of Deeds, records of Skamania County, Washington; thence North 200 feet; thence
East to intersection with the centerline of the Duncan Creek Road southwesterly to the point
of beginning. PARCEL #2 The Southeast Quarter of the Southwest Quarter of Section 28, Town-
ship 2 North, Range 6 E.W.M. except the West half of the West half of said Section 28, and
except that portion thereof lying easterly of the centerline of County Road #1011 designated
as the Duncan Creek Road and except that portion lying Southerly of the centerline of an
existing gravel road as designated in Real Estate Contract dated 9-15-71 wherein Mary A.
Miller is purchaser, recorded at page 62 in Book 64 of Deeds, records of Skamania County,
Washington, EXCEPT a tract of land located in the SE 1/4 of the SW 1/4 of section 28 Township
2 North, Range 6 E.W.M., Skamania County, Washington, described as follows: Beginning at the
intersection of the centerline of County Road #1011, designated as the Duncan Creek Road, and
the centerline of an existing gravel road, described in Real Estate Contract dated September
15, 1971, wherein Mary A. Miller is purchaser, recorded at page 62 of the Book 64 of Deeds,
records of Skamania County, Washington; thence North 89°...25" West along the centerline of
said gravel road 200 feet; thence North 200 feet; thence East to intersection with the
centerline of Duncan Creek Road Southwesterly to the point of beginning.

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:*

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: June 10, 19 87

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 superior 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 fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests 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 mortgagor'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 lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

NOTE NO.	AMOUNT FINANCED	LOAN PROCEEDS	DATE PORTLAND, OREGON	Mem. No.
	$ 7500.00	$ 7500.00	March 13 19 80	200718-0

		Date of First Payment	Amount of each Payment	
FINANCE CHARGE (EST.)	$ 2958.00 *	5-10-80	$ 124.50	Loans including a prepaid finance charge and prepaid in full before final installment date, shall be credited with a proportionate rebate of the prepaid finance charge in accordance with: (1) Federal Housing Administration regulations or (2) Rule of 78's if contract other than F.H.A.
* (When loan is re paid as agreed)		Frequency	Number of Payments	
Total Repayment	$ 10,458.00			This loan is secured by a Security Agreement of even date covering ( ) Motor Vehicle (x) Other
ANNUAL PERCENTAGE RATE	~~12~~ 10 %	monthly	84	

FOR VALUE RECEIVED I promise to pay to the order of PORTLAND TEACHERS CREDIT UNION, 1720 N.E. 9th Avenue, Portland, Ore. 97212, the amount financed as stated above, with interest thereon at the annual percentage rate stated above from date until paid, payable in installments of the frequency and in the amount indicated above. The first of such payments to be paid on the date stated above with like payments on the same date of each month thereafter until the whole sum, principal and interest, has been paid, provided that the final payment shall not in any event exceed the unpaid principal amount and accrued interest; if any of said installments are not so paid, the whole sum of both principal and interest shall become immediately due and collectible at the option of the holder of this note and in case suit or action is instituted to enforce this obligation, I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action and any appellate proceeding stemming therefrom and I pledge to the lender all my shares in the credit union to secure payment of this note.

Property insurance, if written in connection with this loan, may be obtained by borrower from any person of his choice. I ACKNOWLEDGE RECEIPT OF A DUPLICATE COPY OF THIS NOTE AND DISCLOSURE STATEMENT PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

[illegible] KINGSLEY 7310 [illegible] MILWAUKIE ORE. 97222
SANDRA J JENSEN AND RICHARD [illegible] KINGSLEY 2850 SE [illegible] MILWAUKIE ORE. 97222
NAME AND ADDRESS OF DEBTOR

(S) 1. E. [illegible] Kingsley (S) 1. Sandra J Jensen
2. (S) 2. [illegible]

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),*
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, if 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 a 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 mortgagee 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 mortgagee 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 arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. 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 secured 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 mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, 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 mortgagee 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, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed 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.

x [illegible]
x [illegible]

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

STATE OF OREGON,

County of [illegible] } ss.

BE IT REMEMBERED, That on this [illegible] *day of* [illegible], 19[illegible], *before me, the undersigned, a notary public in and for said county and state, personally appeared the within named* [illegible]

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that [illegible] *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.

[illegible]
Notary Public for Oregon.
My Commission expires [illegible]

90514

MORTGAGE

(FORM No. 105A)

[illegible]

TO

Portland Teachers
Credit Union

AFTER RECORDING RETURN TO
PORTLAND TEACHERS CREDIT UNION
[illegible] BRANCH
10700 S.W. BEAVERTON HILLSDALE HWY
BEAVERTON, OREGON 97005

SPACE RESERVED FOR RECORDER'S USE

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

STATE OF ~~OREGON~~ WA } ss.

County of Skamania

I certify that the within instrument was received for record on the 27th *day of* Mar, 19 80, *at* 2:30 *o'clock* P *M., and recorded in book* 57 *on page* 119 *or as file/reel number* 90514, *Record of Mortgages of said County.*

Witness my hand and seal of County affixed.

[illegible] Title

By [illegible] Deputy.

90514 BOOK 57 PAGE

FIRST AMERICAN TITLE COMPANY OF SKAMANIA COUNTY

FORM No. 105A—MORTGAGE—One Page Long Form

1358

THIS MORTGAGE, Made this 13 day of March, 1980,

by RICHARD J KINGSLEY AND LILLIAN KINGSLEY *Mortgagor,*

to PORTLAND TEACHERS CREDIT UNION *Mortgagee,*

WITNESSETH, *That said mortgagor, in consideration of* ($7500.00) Seven Thousand Five Hundred and 00/100 *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 Oregon, bounded and described as follows, to-wit:* PARCEL #1 A tract of land located in the SE 1/4 of the SW 1/4 of section 28, Township 2 North, Range 6 E.W.M., Skamania County, Washington, described as follows; Beginning at the intersection of the centerline of County Road #1011, designated as the Duncan Creek Road, and the centerline of an existing gravel road, described in Real Estate Contract dated September 15, 1971, wherein Mary A. Miller is Purchaser, recorded at page 62 of book 64 of Deeds, records of Skamania County, Washington; thence North 200 feet; thence East to intersection with the centerline of the Duncan Creek Road southwesterly to the point of beginning. PARCEL #2 The Southeast Quarter of the Southwest Quarter of Section 28, Township 2 North, Range 6 E.W.M. except the West half of the West half of said Section 28, and except that portion thereof lying easterly of the centerline of County Road #1011 designated as the Duncan Creek Road and except that portion lying Southerly of the centerline of an existing gravel road as designated in Real Estate Contract dated 9-15-71 wherein Mary A. Miller is purchaser, recorded at page 62 in Book 64 of Deeds, records of Skamania County, Washington, EXCEPT a tract of land located in the SE 1/4 of the SW 1/4 of section 28 Township 2 North, Range 6 E.W.M., Skamania County, Washington, described as follows; Beginning at the intersection of the centerline of County Road #1011, designated as the Duncan Creek Road, and the centerline of an existing gravel road, described in Real Estate Contract dated September 15, 1971, wherein Mary A. Miller is purchaser, recorded at page 62 of the Book 64 of Deeds, records of Skamania County, Washington; thence North 89°7'25" West along the centerline of said gravel road 200 feet; thence North 200 feet; thence East to intersection with the centerline of Duncan Creek Road Southwesterly to the point of beginning.

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 one *promissory note, of which the following is a substantial copy:*

The date of maturity of the debt secured by this mortgage is the date on which the last schedul[illegible] comes due, to wit: June 10, 19 87.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and a[illegible] 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 [illegible] the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments a[illegible] nature which may be levied or assessed against said property, or this mortgage or the note above desc[illegible] able and before the same may become delinquent; that he will promptly pay and satisfy any and all [illegible] are or may become liens on the premises or any part thereof superior to the lien of this mortgage, that [illegible] now on or which hereafter may be erected on the said premises continuously insured against loss or dam[illegible] hazards as the mortgagee may from time to time require, in an amount not less than the original prin[illegible] obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss [illegible] gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall [illegible] gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance a[illegible] to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter [illegible] the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and impro[illegible] in good repair and will not commit or suffer any waste of said premises. At the request of the mortga[illegible] join with the mortgagee in executing one or more financing statements pursuant to the Uniform Comme[illegible] factory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well [illegible] searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

NOTE NO.	AMOUNT FINANCED	LOAN PROCEEDS	DATE PORTLAND, OREGON
	$ 7500.00	$ 7500.00	March 13 19 80

FINANCE CHARGE (EST.) $ 2958.00 *

*(When loan is re-paid as agreed)

Total Repayment $ 10,458.00

ANNUAL PERCENTAGE RATE 12.30 %

Date of First Payment	Amount of each Payment	Loans[illegible]
5-10-80	$ 124.50	and p[illegible] date, [illegible] rebate [illegible] cordan[illegible] minist[illegible] if cont[illegible]
Frequency	**Number of Payments**	This i[illegible] ment. Valid[illegible]
monthly	84	(x) [illegible]

FOR VALUE RECEIVED I promise to pay to the order of PORTLAND TEACHERS CREDIT UNION, 1720 N.E. 9th Avenue, Portland, Or[illegible] stated above, with interest thereon at the annual percentage rate stated above from date until paid, payable in installments of [illegible] indicated above. The first of such payments to be paid on the date stated above with like payments on the same date of each mon[illegible] principal and interest, has been paid, provided that the final payment shall not in any event exceed the unpaid principal amount an[illegible] installments are not so paid, the whole sum of unpaid principal and interest shall become immediately due and collectible at the optio[illegible] case suit or action is instituted to enforce this obligation, I promise to pay such additional sum as the Court may adjudge reasonable [illegible] action and any appellate proceeding resulting therefrom and I pledge to the lender all my shares in the credit union to secure pay[illegible] Property insurance, if written in connection with this loan, may be obtained by borrower from any person of his choice. I ACKNOW[illegible] COPY OF THIS NOTE AND DISCLOSURE STATEMENT PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

[illegible] 7310 [illegible] #95 [illegible] 97222

[illegible] 2350 SE [illegible] MILWAUKIE, ORE. 97[illegible]

NAME AND ADDRESS OF DEBTOR

(L)A [illegible signature] (S) [illegible signature]

B (R) [illegible signature]