BOOK 55 PAGE 528

36784 **MORTGAGE** BOOK 57 PAGE 223

THE MORTGAGORS S LARRY J NICHOLS AND DIANE P NICHOLS, husband and wife.

(mortgage rerecorded to correct legal description)

MORTGAGE to COLUMBIA GORGE BANK

90392 [illegible], hereinafter called the mortgagee, to secure payment of FORTY NINE THOUSAND FIVE HUNDRED AND NO/100 --DOLLARS ($ 49,500.00) 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:

Parcel I

The East half of the East Half of the Soughwest Quarter of the Southeast Quarter (E1/2 E 1/2 SW 1/4 SE1/4) of Section 28, Township 2 North Range 6 EWM EXCEPT north 924 feet thereof; ALSO that portion of the Southeast Quarter of the Southeast Quarter (SE1/4 SE 1/4) of the Said Section 28, described as follows: BEGINNING at a point 990 feet west of the southeast corner of said section 28; thence north 660 feet; thence west 330 feet ;thence south660 feet; thence east 330 feet to the point of beginning; together with an easement for a road 30 feet in width over and across the existing right of way connecting with the county road known and designated as Maple Flat Road.

Parcel II - The west half of the northeast quarter of the northwest quarter of the northeast quarter; and the northwest quarter of the northwest quarter of the northeast quarter and the northeast quarter of the northeast quarter of the northwest quarter of Section 33, Township 2 north, Range 6 EWM, EXCEPT that portion therof lying westerly

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 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 [illegible] hereby, and any amounts so paid, with interest thereon at the highest legal rate from date of payment shall be repayable to the mortgagee 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 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 [illegible] out of the debt hereby secured, or any suit which the mortgagee may be obliged to defend to protect [illegible] the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses [illegible], and also reasonable cost of searching records, title [illegible] costs, which sums shall be secured hereby [illegible] decree of foreclosure.

Upon bringing action to foreclose this mortgage [illegible] 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 [illegible] to foreclose this mortgage [illegible] judgment may be taken [illegible] the proceeds of the mortgaged property.

Mortgagors shall not assign this contract in whole or in part without first obtaining written consent of the mortgagees therein

Dated at Stevenson [illegible] 3 [illegible] July [illegible] 78

(SEAL)

(SEAL)

STATE OF WASHINGTON, } ss.

COUNTY OF Skamania }

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 3 day of July 1978 personally appeared before me Larry J Nichols and Diane P Nichols, 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

FORM NR 2024 PIONEER INC., TACOMA

* Re-recorded as corrected

DW

MORTGAGE CONTINUATION - NICHOLS

westerly of county road No. 1011 designated as Duncan Creek Road; and Except that portion thereof lying northwesterly of the centerline of easement granted to Pacific Norhtwest Pipeline Corporation.

JUL 1978
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON WASH

86784

90892

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

REGISTERED
INDEXED: DIR
RECORDED
MAILED

RECORDS OF SKAMANIA COUNTY, WASH

COUNTY AUDITOR

REGISTERED
INDEXED: DIR
INDIRECT
RECORDED
COMPARED
MAILED

WAS RECORDED IN BOOK 57
RECORDS OF SKAMANIA COUNTY, WASH

COUNTY AUDITOR

northeast quarter; and the northwest quarter of the northwest quarter of the northeast quarter and the northeast quarter of the northeast quarter of the northwest quarter of Section 33, Township 2 north, Range 6 EWM, EXCEPT that portion therof lying westerly

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 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 as attorney's fee 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.

Mortgagors shall not assign this contract in whole or in part without first obtaining written consent of the mortgagees therein

Dated at Stevenson this 3 day of July, 19 78

(SEAL)

(SEAL)

STATE OF WASHINGTON, } ss.
COUNTY OF Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 3 day of July 1978 personally appeared before me Larry J Nichols and Diane P Nichols, 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

FORM NO 1024 PIONEER NC, TACOMA

Legal Description corrected

D.N.

PARCEL No. 2

That portion of the WEst Half of the East Half of the Southwest Quarter of the Southeast Quarter (W 1/2, NE 1/4 SW 1/4 SE 1/4) of Section 28, Township 2 North, Range 6 E. W.M., lying southeasterly of the centerline of the easement for a natural gas pipeline granted to Pacific Northwest Pipeline Corporation.

86784

JUL 1978
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY First Amer Title Co

OF Stevenson, Wa

AT 3:30 P.M. July 5 1978

WAS RECORDED IN BOOK 55

OF Deeds AT PAGE 545

RECORDS OF SKAMANIA COUNTY, WASH

COUNTY AUDITOR

BY

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED 7-5-78

JUL 1980
RECEIVED
SKAMANIA COUNTY

90892

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY Columbia Gorge Bank

OF Stevenson, Wa

AT 3:58 P.M. 6-19 1980

WAS RECORDED IN BOOK 57

OF Deeds AT PAGE 923

RECORDS OF SKAMANIA COUNTY, WASH

COUNTY AUDITOR

DEPUTY

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
MAILED