Unofficial Document

70988

MORTGAGE

BOOK 87 PAGE 2

THIS MORTGAGE IS DAVID L. FISK and LORI A. FISK, husband and wife

MORTGAGE to COLUMBIA COUNTY BANK

a corporation, hereinafter called the mortgagee, to secure payment of

Seven hundred sixty-three and 26/100 Twenty Thousand DOLLARS ($ 20,763.26)

in lawful 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 in favor of the mortgagee, 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, preserving, improving, adding to or improving the mortgaged property, or any part thereof, or for any other purpose, the following described real property, and all interest or estate therein, that the mortgagor may acquire hereafter, together with the rents, issues and profits therefrom, situated in the County of Skamania, State of Washington, to-wit:

JUL 1990 RECEIVED SKAMANIA COUNTY AUDITOR STEVENSON, WASH.

Lot 3, Block 6, Plat of relocated North Bonneville, recorded in Book 3 of Plats, Page 12, under Skamania County file No. 83466, also recorded in Book 1 of Plats, Page 28, under Skamania County file No. 84429, records of Skamania County, Washington.

together with the appurtenances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all trees and shrubs, all awnings, screens, mantels, linoleum, refrigerators and other house service equipment, screen doors, window shades and all plumbing, lighting, heating (including oil burners), cooling, ventilating, cleaning and watering apparatus and all fixtures now or hereafter belonging to or used in connection with the property, all of which shall be considered 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 in all liens and encumbrances 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 to be 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 to 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, to 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 remove 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 hereby.

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 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 to collect any charge growing out of the debt hereby secured or in any suit which the mortgagee may be obliged to defend to protect the anticipated 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 in any case 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 Stevenson, Wash this 16 day of July, 19 90

David L. Fisk (seal)

Lori A. Fisk (seal)

STATE OF WASHINGTON, }
County of Skamania }ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this day of July, 1990 personally appeared before me DAVID L. FISK and LORI A. FISK, husband and wife

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed 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 Stevenson