BOOK [illegible] PAGE [illegible]

31087

MORTGAGE

THIS MORTGAGOR [illegible] JAMES LARSEN and HELEN LARSEN, husband and wife

MORTGAGE TO CULLIGAN CREDIT BANK

[illegible] to secure payment of

Five Thousand One hundred forty and 03/100---------- DOLLARS ($5,140.03)

[illegible] State of [illegible], together with interest thereon according to the terms and conditions of one or more promissory notes, [illegible] hereafter executed by the mortgagors and to secure the payment of such additional sums as may be hereafter loaned by the mortgagee to the mortgagors for the purpose of repairing, remodeling, altering, adding to or improving the mortgaged property, or for any other purpose whatsoever, the following described real property, and all interest [illegible] in such property 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:

ALL THAT LAND SITUATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTH OF THE UNITED STATES HIGHWAY NO. 830, ALSO KNOWN AS THE EVERGREEN STATE HIGHWAY WHICH SOUTH LINE OF SAID HIGHWAY SHALL BE THE NORTH BOUNDARY LINE OF THE PROPERTY HEREIN DESCRIBED AND BETWEEN SAID SOUTH LINE OF THE SAID HIGHWAY AND THE NORTH LINE OF THE S.P. & S. RAILROAD COMPANY RIGHT OF WAY NOW KNOWN AS THE BURLINGTON-NORTHERN RAILROAD.

together with the appurtenances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all trees and shrubs, all awnings, screens, mantels, lockers, 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 hereby 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 [illegible] remove or alter any of the structures on the mortgaged premises without consent of the mortgagee; all improvements placed the[illegible] shall become a part of the real property mortgaged herein.

Should the mortg[illegible] default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part of [illegible] principal and interest of any prior incumbrances or of insurance premiums or other charges secured hereby, and any am[illegible], with interest thereon at the highest legal rate from date of payment, shall be repayable by the mortgagor on demand [illegible] be secured by this mortgage without waiver or any right or other remedy arising from breach of any of the covenants [illegible] The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payme[illegible] by the mortgagee shall establish the right to receiver the amount so paid with interest.

[illegible] of the [illegible], and if default be made in the payment of any of the sums hereby secured or in the performance of any of the cov[illegible] agreements herein contained, then in any such case the remainder of unpaid principal, with accrued interest and all oth[illegible] hereby secured, shall at the election of the mortgagee become immediately due without notice, and this mortgage sh[illegible] foreclosed.

In any action [illegible] this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may b[illegible] defended to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's [illegible] and costs and expenses in connection with such suit, and also reasonable cost of searching records, title company costs, which [illegible] shall be secured hereby and included in any decree of foreclosure.

Upon bringing action [illegible] 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 avails, rents and profits therefrom; [illegible] 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 Bingen this 30 day of July, 19 80

James P. Larsen (SEAL)

Helen Larsen (SEAL)

STATE OF WASHINGTON,
County of Skamania,

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 30 day of July, 1980 personally appeared before me

JAMES P. LARSEN and HELEN LARSEN, 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 this day and year last above written.

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