90382

BOOK 57 PAGE 69

MORTGAGE

THE MORTGAGOR S CHARLES E. COCHRAN and CATHERINE COCHRAN, Husband and Wife,

MORTGAGE to COLUMBIA GORGE BANK

a corporation, hereinafter called the mortgagee, to secure payment of Twenty Thousand and No/100ths---------
---------- DOLLARS ($20,000.00)
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:

All of Lot 9 and the westerly 35 feet of Lot 10 of Hilltop Manor, according to the amended plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, at page 110 of Book "A" of Plats, Records of Skamania County, Washington.

RECEIVED MAR 1980 SKAMANIA COUNTY AUDITOR STEVENSON, WASH.

[illegible] the appurtenances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all trees and shrubs, all awnings, screens, mantels, linoleum, refrigerating and other [illegible] venetian blinds, window shades, and all plumbing, lighting, heating (including oil burners), cooling, [illegible] and watering apparatus and all fixtures now or hereafter belonging to or used in connection with the property, [illegible] 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 encumbrances of every kind; that he will keep the property free from any encumbrances prior to this mortgage; that he will pay all taxes and assessments levied or imposed on the property and on this mortgage or the debt thereby [illegible] at least [illegible] 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 [illegible] and sufficiently insured against fire or damage by [illegible] to the extent of the full insurable value thereof in a company acceptable to the mortgagee and for the mortgagee's benefit, and will deliver to the mortgagee the policies, and [illegible] days before expiration of the said policies.

The mortgagor agrees that if the mortgagee [illegible] that the mortgagee may credit payments received by it upon any of said notes or part of payments [illegible] note and part on another, as the mortgagee may elect. The mortgagee reserves the right to refuse payments in [illegible] of the debt in whole unless otherwise provided in the note [illegible] of this mortgage.

The mortgagor shall not [illegible] the mortgaged property [illegible] of the mortgagee all improvements placed thereon [illegible] property mortgaged by [illegible] mortgagee to perform the [illegible] and [illegible] agreements [illegible] other than accepted [illegible] the highest [illegible] shall be repayable by the [illegible] mortgagee [illegible] mortgage without [illegible] arising from breach [illegible] covenant or lien asserted against [illegible] shall be the sole judge of the validity of [illegible] and the mortgagee shall be [illegible] right to accept the [illegible] with interest.

Upon [illegible] the mortgagee shall [illegible] right to accept the [illegible] or on the performance [illegible] of the covenants, agreements, terms, conditions [illegible] the mortgagee of unpaid principal, with accrued interest and all other sums hereby secured, [illegible] at the election of the [illegible] become immediately due without notice, and the mortgage shall [illegible] foreclosed.

In [illegible] foreclose this mortgage or to protect any charge against or out of the debt hereby secured, or any suit which the mortgagee [illegible] obliged to defend to protect [illegible] impaired property [illegible] the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fee and all costs and expenses [illegible] in connection with [illegible] and also reasonable cost of searching records, title company costs, which sums shall be secured hereby and included [illegible] decree of foreclosure.

Upon bringing action to foreclose this mortgage or any part thereof, 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 rendered against the balance of debt, if any, and that the application of the proceeds of the foreclosure sale to payment of the costs of suit, attorney's fees, and other sums provided for herein, may be made before payment of any other lien or claim upon said premises.

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

Dated at Stevenson, WA this 29th day of February , 19 80

Charles E. Cochran (SEAL)

Catherine Cochran (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 29th day of February, 1980, personally appeared before me Charles E. Cochran and Catherine Cochran, Husband and Wife,

to me known to be the individual S 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 STEVENSON

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