

92045

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REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That JAMES D. GENTRY and NORENE C. GENTRY, husband and wife, hereinafter referred to as "Mortgagor" does by this instrument mortgage unto CARLYLE E. GENTRY and HELEN E. GENTRY, husband and wife, hereinafter referred to as "Mortgagee", the following described real property situated in Skamania County, State of Washington, to-wit:

A tract of land in the West half of the East half of the Northwest quarter of Section 3, Township 1 North, Range 5 East, W.M., more particularly described as follows:

BEGINNING at the Southeast corner of said West half of the East half of the Northwest quarter; thence North along the East line of said tract, a distance of 663 feet; thence West parallel with the South line of the Northwest quarter, a distance of 404 feet; thence South parallel with the East line of said tract, a distance of 663 feet to the South line of the Northwest quarter; thence East along said South line, a distance of 404 feet to the true point of beginning.

TOGETHER WITH a permanent easement for ingress, egress and utilities over and across a 12 foot wide strip of land from the existing gate, which is located on the Easterly right of way of the Salmon Falls Road, fence in a Northeasterly direction to the Westerly line of the property conveyed to James D. Gentry and Norene C. Gentry, husband and wife.

SUBJECT TO easement for underground electric transmission distribution lines as located by instrument recorded under Auditor's File No. 331733, records of Skamania County.

SUBJECT FURTHER TO easement and right of way for water pipeline and the right to repair and maintain the same as granted to Sam Angelo by instrument recorded under Auditor's File No. 33128.

SUBJECT FURTHER TO easements and rights of way for county road No. 1213 designated as the Salmon Falls Road.

Registered	
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Indorsed	
Recorded	X
Mailed	

This will certify that the above property is not used primarily for farming or agricultural purposes.

This mortgage is given to secure the performance of the covenants herein contained and the payment of the sum of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS----- \$31,000.00, plus interest, according to the terms of one certain promissory note executed by Mortgagor to Mortgagee bearing even date herewith, and secures any extensions or renewals of the same.

The Mortgagor covenants as follows: That Mortgagor is the owner of the property above described and has the lawful right to mortgage the same as herein provided; that the aforesaid property is now free of liens or encumbrances of every kind and nature, except as may be noted above; that Mortgagor will seasonably pay all taxes or municipal or governmental assessments of every kind and nature levied on the property during the term of this mortgage; that Mortgagor will permit no waste of the property and will at all times keep and maintain the property and any buildings or other improvements thereon in a clean and sanitary condition and in a good state of repair and maintenance; that Mortgagor will at his sole expense keep all insurable buildings on the property continually insured against fire and extended coverage to the full insurable value of the same, with proceeds of such insurance payable to the parties in interest, and which policies of

insurance shall be delivered to Mortgagee, and Mortgagor covenants to do all things concerning the premises herein mortgaged to manage and protect the same so as to preserve and protect, rather than to diminish, the Mortgagee's security interest therein. In event Mortgagor shall fail to pay the several sums above mentioned, including the Promissory Note secured hereby, or if Mortgagor shall otherwise fail or neglect to perform the terms of this mortgage, then Mortgagee is privileged, at the election of Mortgagee, to make any such payments or otherwise perform said covenants, and any sums so paid or incurred by Mortgagee thereby shall be forthwith repayable by Mortgagor on demand, and any such advances shall likewise be secured by the lien of this mortgage.

Time is of the essence of this mortgage. If Mortgagor shall default in the payment of the sums secured hereby, or shall fail or neglect to perform the several terms and conditions of this mortgage, then all sums secured hereby shall become immediately due and payable at the option of Mortgagee, and the Mortgagee at his election may proceed to foreclose this mortgage as provided by law, or may institute any such foreclosure action, or in event Mortgagee shall deem it expedient to institute or defend any suit or action to protect the priority and lien of this mortgage, or to preserve the same, then Mortgagor covenants to pay such sum as the court shall decide reasonable as attorney fees in said suit together with the costs of any such action and the necessary expense of searching public records concerning the mortgaged premises.

ADDITIONAL COVENANTS:

NONE

IN WITNESS WHEREOF the Mortgagor has executed this instrument this 26 day of June, 1980.

James D. Gentry
JAMES D. GENTRY

Norene C. Gentry
NORENE C. GENTRY

STATE OF WASHINGTON

ss.

M E E E E E E E

County of

On this day personally appeared before me JAMES D. GENTRY and NORENE C. GENTRY who are known to be the individuals described in and who executed the within and 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 this 26 day of June, 1980.

[Signature]
Notary Public in and for the State
of Washington,
Residing at Washougal