94846

REAL ESTATE MORTGAGE

THE MORTGAGORS, OTTIS D. HOLWEGNER and SYLVIA HOLWEGNER, husband and wife, mortgage to ELMER LOGGING L.T.D., to secure the payment of NINETY-SIX THOUSAND, SEVEN HUNDRED and no/100 DOLLARS (\$96,700.00) according to the terms of one promissory note dated even date herewith, made by mortgagors and payable to the order of the mortgagee, the following described real estate situated in Skamania County, Washington:

PARCEL A A tract of land located in the Southwest Quarter of the Northeast Quarter (SW4NE4) of Section 20, Township 3 North, Range 8 D.W.M. described as follows:

Beginning at; a point 122 rods south of the northeast corner of the NW% of the NE% of the said Section 20; thence south 368 feet; thence west 1320 feet; thence east 1320 feet to the point of beginning.

SUBJECT to easements of record

Béginning at the northwest corner of Section 17; thence south 00° 57' 20" west along the west line of said Section 17 a distance of 1,321.79 feet to the centerline of the county road known and designated as the Old Detour Road (County Road No. 2331) being the initial point of the tract hereby described; thence south 00° 57' 20" west along the west line of said Section 17 a distance of 495.68 feet to the north right of way line of the B.P.A: transmission line (Hanford-Ostrander) thence north 61° 43' 30" east 238.35 feet; thence north 00° 57' 20" east 418.27 feet to the centerline of Old Detour Road; thence easterly along the centerline of said Old Detour Road 211.5 feet, more or less, to the initial point.

SUBJECT to easements for county roads.

THIS MORTGAGE IS SUBJECT to existing mortgages of record and all other encumbrances of record.

It is agreed that all screens, chandeliers, lighting, heating, plumbing and other fixtures now or hereafter used in connection with the buildings on the above property shall be construed as a part of the realty.

The mortgagors agree to pay before delinquency all taxes, liens assessments and all interest and charges on prior encumbrances upon said property, and to keep the buildings on the property in good repair and insured in a company approved by the mortgagee for not less than \$96,000.00, with loss payable to the mortgagee, the insurance policies to be deposited with the mortgagee.

In case of failure to perform any of the foregoing covenants, or if default is made in the payment of said note or the interest accruing thereon, or any part thereof, when the same shall become due, then this mortgage may be at once foreclosed for the entire principal sum,



accrued interest and costs, and in such foreclosure suit there shall be included in the judgment a reasonable sum as attorney fees, together with all sums paid by the mortgagee or assigns on account of taxes, liens, assessments, abstracts or title insurance charges, costs of searching records, interest, and fire insurance, with interest at ten per cent per annum from date of payment.

DATED in Carson, Washington, this 2 day of September, 1982.

STATE OF WASHINGTON)

County of Skamania)

THIS IS TO CERTIFY that on 2/2 1982, personally appeared before me OTTIS D. HOLWECKER and SYLVIA HOLWECKER, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, acknowledging the same as their free and voluntary act and deed for the use's and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL the day and year in this

certificate first above written.

Notary Public in and for the State of Washington residing at Meyerson

Robert K. Kuck. 3:15 MM, AUNION, 1982 Mary M. Coop 3 Balacak

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