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THIS MORTGAGE, Made this 1st day of July, 1983, between WILLAMETTE LAND, INC., a Corporation, duly organized and existing under the laws of the State of Oregon, hereinafter called the Mortgagor, and WILLARD BODTKER, hereinafter called the Mortgagee, WITNESSETH, That said mortgagor, in consideration of TEN THOUSAND and 00/100\* \* \* \* Dollars, to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators, successors and/or assigns, that certain real property situated in Skamania County, State of Washington, bounded and described as follows:

See the attached Exhibit "A" for complete descriptions.



Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

To Have and to Hold the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators, successors and/or assigns forever.

This mortgage is intended to secure the payment of a promissory note of which the following is a substantial copy:

\$ 10,000.00 Albany, Oregon July 1, 1983  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of WILLARD BODTKER at Albany, Oregon  
TEN THOUSAND and 00/100\* \* \* \* \* DOLLARS,  
with interest thereon at the rate of 9% percent per annum from July 1, 1983 until paid, payable in annual installments of not less than \$2,000.00 in any one payment; interest shall be paid annually and in addition to the minimum payments above required; the first payment to be made on the 1st day of July 1984 and a like payment on the same day of each year thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.  
WILLAMETTE LAND, INC.

\* Strike words not applicable.

By: [Signature]  
By: [Signature]

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: July 1, 1988.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators, successors and/or assigns, that it is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto.

and will warrant and forever defend the same against all persons; that it will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid, it will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that it will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that it will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now, if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that it will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that upon a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or claim being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and/or assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

In construing this mortgage, it is understood that the mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, WILLAMETTE LAND, INC. pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this 1st day of July, 1983.

WILLAMETTE LAND, INC.

By Timothy N. Sapp President

By James H. Sapp Secretary

96078

# MORTGAGE

Corporation  
(FORM No. 75A)

WILLAMETTE LAND, INC.

TO

WILLARD BODTKER

STATE OF OREGON

County of SKAMMIA

I certify that the within instrument was received for record on the 10th day of JULY, 1983, at 11:10 o'clock A.M., and recorded in book 59 on page 477 of as file (fee) number 1833. Record of Mortgages of said County. Witness my hand and seal of County affixed.

W.M. Olson

Clerk

Title

By A. N. N. Deputy

After Recording Return To  
WILLARD BODTKER  
Attorney at Law  
Post Office Box 1334  
Albany, OR 97321

(ORS 93.490)

STATE OF OREGON, County of Linn ) ss. July 1, 1983

Personally appeared TIMOTHY N. SAPP and JAMES H. SAPP

who being duly sworn (or affirmed) did say that they were the

President and Secretary

(President or other officer or officers)

of WILLAMETTE LAND, INC.

(Name of corporation)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon.

My commission expires.

4-18-86

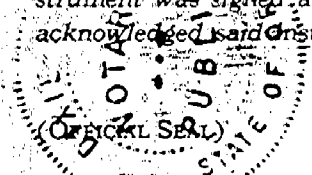




EXHIBIT "A"

That portion of Section 29, Township 3 North, Range 5 East W.B. & M. Skamania County, Washington, lying Easterly of Skamania Mines Road.

EXCEPT: The most Northerly 20 acres and the South 40 acres of the above described parcel.

Containing 46 acres more or less.

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Beginning at a point on the east line of Section 29, T.3 N., R.5 E., W.B.&M., Skamania County, Washington, 383.76 feet N. 5° 35' 02" E. of the southeast corner of said Section; thence West 2204.38 feet to a 5/8" iron rod in the center of the Skamania Mines County Road; thence along the center of said road N. 52° 16' 54" E. 345.23 feet to a 5/8" iron rod, N. 59° 24' 35" E. 210.44 feet to a 5/8" iron rod and N. 36° 02' 40" E. 167.61 feet to a 5/8" iron rod; thence East 1555.52 feet to the east line of said Section 29; thence S. 1° 35' 02" W. 457.03 feet to the point of beginning. Containing 20 acres.

\*\*\*\*\*

Section 29, T.3 N., R.5 E. W.B. & M., Description for Willamette Land, Inc.

A 50 acres parcel of land lying in the northeast quarter of Section 29, T.3 N., R.5 E. W.B. & M. Skamania County, Washington, being bounded on the north by the north line of said Section 29, on the east by the east line of said Section and the center of the County Road, on the south by the north line of that parcel described in Contract recorded in Book 69, Page 428, Skamania County Deed Records and on the west by a line running due North.

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South 20 acres of the S.E. Quarter - Section 29, T.3 N., R.5 E. which lies East of the Skamania Mine Road.

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The most northerly 20 acres of that portion of Section 29, T.3 N., R.5 E. W.B. & M. Skamania County, Washington, lying easterly of the Skamania Mines Road.

\*\*\*\*\*

A tract of land located in Section 29, Township 3 North, Range 5 East Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a point in the center of the traveled road, which point is 5331.41 ft. South 75° 48' 28" East, 25 ft. South 1° 14' 35" East, 182.21 ft. South 59° 45' 45" West, 400.89 ft. South 26° 31' 05" West 194.07 ft. South 47° 41' 05" West, and 25.09 ft. South 5° 17' 14" East of the Northwest corner of Section 29, Township 3 North, Range 5 East Willamette Meridian, Skamania County, Washington; thence continuing along said road South 5° 17' 14" East 276.07 ft., South 56° 17' 14" East 144.14 ft., on a 60 ft. radius curve right 119.78 ft., the long chord of which bears 0° 54' 16" East 100.86 ft., South 58° 05' 46" West 203.80 ft. and South 47° 22' 23" West 91.05 ft.; thence North 89° 44' 40" West 1251.29 ft.; thence North 0° 15' 20" East 625 ft. to a point North

89°44'40" West of the point of beginning; thence South 89°44'40" East 1344.76 feet to the point of beginning. Containing 20 acres.

RESERVING the easterly 30 ft. of even width of the above described parcel for road and utility purposes; and RESERVING a 60 ft. easement for road purposes over the westerly portion of said property.