

96989

WHEN RECORDED MAIL TO:

BOOK K PAGE 543

COLWELL FINANCIAL CORPORATION  
 3223 West Sixth Street  
 Los Angeles, CA 90020  
 Attn: Ronald Rogers :

Space above this line for recorder's use

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States of America, and having its Western Regional Office located at 10920 Wilshire Boulevard in the City of Los Angeles, State of California, hath made, constituted and appointed, and does by these presents make, constitute and appoint Colwell Financial Corporation, Formerly known as The Colwell Company,

a. Texas Corporation organized and existing under the laws of The State of Texas its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead and for its use and benefit, to make sign, execute, acknowledge, deliver, file for record and record any such instrument in its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions as the same may relate to a mortgage or deed of trust encumbering a one-to-four (1 to 4) family property located in Skamania County, State of Washington, owned by the undersigned (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee or beneficiary by virtue of assignment of such mortgage or deed of trust, or by virtue of endorsement of the note secured by such mortgage or deed of trust) and serviced for the undersigned by said Attorney-in-Fact.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a mortgage or deed of trust at its own instance or at the request of the title company that insured the mortgage or deed of trust, where said modification or re-recording is for the purpose of correcting the mortgage or deed of trust to conform same to the original intent of the parties thereto or to correct title errors discovered after the insurance thereof and said modification or re-recording, in either instance, does not adversely affect the lien of the mortgage or deed of trust as insured;
2. The subordination of the lien of a mortgage or deed of trust to an easement in favor of a public utility company or a governmental agency or unit with powers of eminent domain; this section shall not extend to the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same;
3. The foreclosure, completion of foreclosure, termination, cancellation or rescission of same relating to a mortgage or deed of trust, including, and/or but not limited to:
  - a. The substitution of trustee(s) serving under a deed of trust in accordance with state law and the deed of trust;



- b. Statements of Breach or Non-performance;
  - c. Notices of Default;
  - d. Notices of Sales;
  - e. Cancellations/Rescissions of Notices of Default and/or Notices of Sale; and,
  - f. Such other documents as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transactions.
4. The conveyance of properties to the Federal Housing Administration (FHA), the Veterans Administration (VA), or the Mortgage Insurer (MI);
  5. The full satisfaction/release of a mortgage or requests to a trustee for a full reconveyance upon payment and discharge of all sums secured thereby; this section shall not extend to the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.

The undersigned gives to said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power by the Attorney-in-Fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

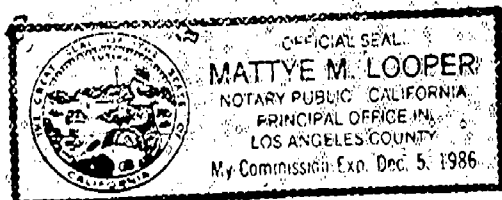
*Joanne Holbert*

Assistant Regional Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On this DEC 14 1983, before me the undersigned, a Notary Public of said County and State, personally appeared JOANNE HOLBERT, personally known to me to be the Assistant Regional Vice President, of FEDERAL NATIONAL MORTGAGE ASSOCIATION, the corporation that executed the within instrument, and personally known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws.

WITNESS my hand and official seal.



*Mattye M. Looper*  
Notary Public in and for said County  
and State

LEASE AND PERMIT TO REMOVE ROCK

This lease entered into this 28 day of February, 1983, by and between HAZEL PRICE, hereinafter referred to as "Lessor," and KENNETH W. PETERSON of North Bonneville, Washington, hereinafter referred to as "Lessee:"

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, it is agreed as follows:

1. Leased Premises: Lessor leases and demises to Lessee for period expiring February 28, 1985, <sup>80.9 acres</sup> the real property located in Skamania County, State of Washington, subject however, to the limitations and restrictions herein contained: South 800 feet of the East 800 feet of Government Lot 7, less the South 400 feet thereof.

in Section 19, T 2N, R. 7 E.W.M.

Removal of rock will be confined to existing cleared quarry site. If further quarry area is needed, additional area will be mutually agreed upon and marked on the ground.

Excepting therefrom that portion deeded to the United States of America for the Bonneville Power Transmission Lines.

2. Purpose of Lease: Said premises are exclusively leased by Lessor to Lessee and only the Lessee, for the sole purpose of allowing Lessee to remove rock from the lease premises; either in its natural state or as crushed rock. Lessee agrees to pay for said rock, monthly, at the rate of fifty cents (\$0.50) per yard, truck measure, as the rock is removed from the leased premises, with a minimum annual rental of Five Hundred Dollars (\$500.00) to cover minimum rental for the period ending February 28, 1984. The same minimum annual rental



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for each succeeding lease year shall be paid prior to February 28 of each year through February 28, <sup>1985</sup> 1987. *R.D.S.*

Lessee shall deliver to Lessor, at such address as Lessor shall designate at the end of each and every month, a statement showing all rock removed during said month. After the five hundred dollar (\$500.00) annual minimum rent has been used, the rental/royalty payment shall be made prior to the fifteenth day of each following month, based on said statement. In case any rock is removed or sold, but measured only on a weight basis, two thousand six hundred and forty six (2,646 lbs.) pounds shall constitute the equivalent of one cubic yard truck measure and be used as the basis for computing the purchase price of royalties due Lessor for such rock removed from the leased premises. Lessor shall have the right to audit the accounts of the Lessee to verify statement accuracy at any time he deems such audit necessary.

If the rentals above reserved, or any part thereof, shall remain unpaid for a period of ten (10) days after any date of payment whereon the same ought to be paid as aforesaid, or if default be made in any of the covenants and agreements herein contained on the part in behalf of the Lessee to be paid, kept or performed, then, and from thenceforth, it shall be lawful for the Lessor to re-enter said leased premises and thereafter to have and again possess said premises as of their first and former estate, anything herein contained notwithstanding.

The Lessee paying the rentals or royalties as herein reserved and performing the several covenants and agreements by Lessee to be kept and performed as herein provided, may peaceably hold and enjoy the said premises during the term hereof approved without any unreasonable interruption by the Lessor, or any person or persons unlawfully claiming authority through or under the Lessor, provided, however, that Lessee shall have the sole responsibility of satisfying governmental authorities in regard to his operation.

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3. Right to Construct Crusher: The Lessee shall have the additional right, at his own expense, to construct, install, maintain and use on said premises a crushing plant; and Lessee reserves the right at the termination of this Lease to remove all equipment and appurtenances constituting the crushing plant as installed. Any permits necessary for construction of the crusher, or the operation thereof, shall be the responsibility of Lessee.

4. Ecology and License Requirements: Lessee agrees that he will obtain all federal, state and county permits required for excavation and reclamation at pit sites and for all aspects of his quarrying operation and for his operation of the rock crusher and the location thereof. Reclamation of said premises shall conform to all requirements of the Department of Natural Resources of the State of Washington and of the Columbia Gorge Commission and any other governmental agency having jurisdiction in the matter of reclamation of the premises after removal of rock. Any such reclamation shall be accomplished prior to the expiration of the term of this lease, or (if not possible by the expiration of this lease) as soon thereafter as is reasonably possible. Lessor shall not require work on reclamation except during the months of June, July and August first following the time when the reclamation work is first required and shall be entitled to three full months in which to complete the reclamation. If the work is not performed as required, Lessor may perform the work and charge the same to the account of the Lessee. Anything herein to the contrary notwithstanding, Lessee shall comply promptly with all requirements of governmental agencies and according to recommendations of the Soil Conservation Service.

The Lessee shall provide Lessor copies of all permits, easements and other such documents pertaining to operation under this agreement.

5. Roads: Lessee shall, for his use, at his sole cost and expense, obtain all easements and rights-of-way necessary for the exercise of any and all of his

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rights under this lease, and shall keep, observe and perform all terms and conditions contained in any and all easements and rights-of-way documents, as his sole cost and expense. Lessee shall have the right to gate any roads or access to assure Lessee controlled access.

Lessor, or assignee, shall have right to transport forest products over any roads or access to quarry. Such use shall in no way interfere with Lessee's operations. Such right, however, shall not allow Lessor or her assigns to transport rock or other quarry materials during the term of this agreement.

6. Non-Assignment: Lessee shall not assign or sell his interest in this lease or this agreement without the written consent of the Lessor or her assigns.

7. Liens: Lessee agrees to pay all labor and other bills incurred by him under this agreement promptly and before delinquency and to furnish Lessor, if so requested, with proof that such labor, bills and expenses (including industrial insurance, unemployment taxes or any other taxes applicable under this agreement) are paid. The Lessee shall not permit or cause any lien to become attached to any property of the Lessor.

8. Waiver: A waiver by Lessor of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

9. Indemnity: The Lessee shall indemnify and hold harmless the Lessor against all claims, liabilities and expenses asserted by third parties resulting directly or indirectly from the Lessee's acts or omissions hereunder, whether negligent or otherwise.

10. Attorneys Fees: In the event either of the parties hereto institute suite or action to procure any remedy for any breach hereof the party prevailing shall recover from the other such sums for attorney and court fees in such suit or action, or any appeal therefrom, as the court shall adjudge reasonable.

11. Insurance: Lessee shall carry and maintain, with an insurance company

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acceptable to the Lessor, Comprehensive Liability Insurance with the following minimum coverages:

Bodily Injury	-	(Both automobile and other)
One hundred thousand dollars (\$100,000.00)	-	for any one person
Three hundred thousand dollars (\$300,000.00)	-	for any one occurrence
Property Damage	-	(Both automobile and other)
Five thousand dollars (\$5,000.00)	-	for any one occurrence
One hundred thousand dollars (\$100,000.00)	-	for all claims in the aggregate during the policy period.

96990

James W. Peterson  
Box 36 - Roseville, Ca 95734  
11/16/76  
Lester J. Peterson  
Gay R. Peterson  
V. Peterson



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12. This agreement shall be binding upon the heirs, personal representatives and permitted assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove written.

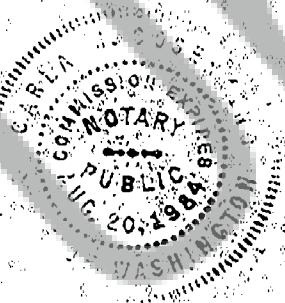
Hazel Price  
Hazel Price Lessor

Kenneth W. Peterson  
Kenneth W. Peterson Lessee

STATE OF WASHINGTON }  
County of Skamania } ss.

On this day personally appeared before me Kenneth W. Peterson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of February, 1983.



Notary Public for Washington  
residing at Stevenson therein.

STATE OF WASHINGTON }  
County of Clark } ss.

On this day personally appeared before me Hazel Price, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of February, 1983.

Notary Public for Washington  
residing at WACAMA

