

3. Taxes and Liens.

3.1 Payment. Borrower shall pay when due all taxes and assessments against the Mortgaged Property and all claims and demands arising from Borrower's use or occupancy of the Mortgaged Property. Borrower shall pay when due before they become delinquent, all taxes and assessments levied against or on account of the Mortgaged Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Mortgaged Property.

3.2 Protection of the Mortgaged Property. Borrower shall not permit any lien prior or equal to the lien of this Mortgage to be imposed upon the Mortgaged Property, except for the lien of taxes and assessments not due, except for the prior indebtedness referred to in Section 12 and except as otherwise provided in Section 3.3.

3.3 Borrower's Right To Contest. Borrower may withhold payment of any taxes, assessments, claims, or demands, or may elect to contest any lien if Borrower is in good faith conducting appropriate proceedings to contest the obligation to pay and so long as Lender's interest in the Mortgaged Property is not jeopardized. If the Mortgaged Property is subject to a lien which is not discharged within 15 days after the lien arises or, if a lien is filed, within 15 days after Borrower has notice of the filing, Borrower shall deposit with Lender cash, a sufficient corporate surety bond, or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, or attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Borrower shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Borrower shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

3.4 Evidence of Payments of Taxes or Assessments. Borrower shall upon demand furnish to Lender evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Lender at any time a written statement of the taxes and assessments against the Mortgaged Property.

3.5 Tax Reserves. Subject to any limitations set by applicable law, Lender may require Borrower to maintain with Lender reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit from Borrower and shall constitute a noninterest-bearing debt from Lender to Borrower, which Lender may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Lender does not hold the reserve funds in trust for Borrower, and Lender is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.

3.6 Notice to Lender. Borrower shall notify Lender at least 15 days before the commencement of any work, the furnishing of any services, or the supplying of any materials to the Mortgaged Property, the cost of which is to exceed \$5,000 (if the Real Property is used for nonresidential or commercial purposes or \$1,000 if the Real Property is used as a residence), and the nature of which is such that a construction lien might be asserted on account of the work, services, or materials. Borrower will on request furnish to Lender advance assurances satisfactory to Lender that it can and will pay the costs of such improvements.

4. Warranties of Borrower.

4.1 Title. Borrower warrants that Borrower holds merchantable title to the Mortgaged Property in fee simple, free of all encumbrances other than those enumerated in the title policy or report, if any, issued for the benefit of the Lender in connection with this transaction and accepted by the Lender or as set forth in Section 12.

4.2 Defense of Title. Subject to the exceptions in the paragraph above, Borrower warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Borrower's title or the interest of the Lender under this Mortgage, Borrower shall defend the action at Borrower's expense.

4.3 Compliance with Laws. Borrower warrants that its use of the Mortgaged Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

5. Casualty Insurance.

5.1 Maintenance of Casualty Insurance. Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurance value basis covering all improvements on the Mortgaged Property in an amount sufficient to avoid application of any coinsurance clause and with Borrower's loss payable clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Borrower shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.

5.2 Borrower's Report on Insurance. If the Mortgaged Property is not used as Borrower's residence, Borrower shall furnish to Lender within 60 days after the close of its fiscal year a report on each existing policy of insurance showing:

- (a) the name of the insurer;
- (b) the risks insured;
- (c) the amount of the policy;
- (d) the property insured, the then current replacement value of the property, and the manner of determining that cost; and
- (e) the expiration date of the policy.

Borrower shall upon request have an independent appraiser satisfactory to Lender determine the replacement value of the Mortgaged Property at Borrower's expense.

5.3 Application of Proceeds. Borrower shall promptly notify Lender of any loss or damage to the Mortgaged Property. Lender may make proof of loss if Borrower fails to do so within 15 days of the casualty. Lender may, at its election, apply the proceeds to the reduction of the indebtedness or the restoration and repair of the Mortgaged Property. If Lender elects to apply the proceeds to restoration and repair, Borrower shall repair and/or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration if Borrower is not in default hereunder. Any proceeds which have not been paid within 180 days after their receipt and which Borrower has not committed to the repair or restoration of the Mortgaged Property shall be used to prepay first accrued interest and then principal of Borrower's indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to the Borrower.

5.4 Insurance Reserves. Subject to any limitations set by applicable law, Lender may require Borrower to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payment of a sum estimated by Lender to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit from Borrower and shall constitute a noninterest-bearing debt from Lender to Borrower, which Lender may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Lender does not hold the reserve funds in trust for Borrower, and Lender is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

6. Imposition of Tax by State.

6.1 State Taxes Covered. This section shall apply to the following state taxes:

- (a) A specific tax on mortgages or any part of the indebtedness secured by a mortgage or security agreement;
- (b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage;
- (c) A tax on mortgaged property chargeable against the mortgagee or holder of the note secured by the mortgage;
- (d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by mortgagors.

6.2 Effect of Taxes. If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met:

- (a) Borrower may lawfully pay the tax or charge imposed by the state tax, and
- (b) Borrower pays or offers to pay the tax or charge within 30 days after notice from Lender that the tax law has been enacted.

7. Construction Loan. If some or all of the proceeds of the loan creating the indebtedness is to be used to construct or complete construction of any improvements on the Mortgaged Property, the improvements shall be completed within six (6) months from the date of this Mortgage and security agreement and Borrower shall pay all costs and expenses in connection with the work. Lender, at its option, may disburse loan proceeds under such terms and conditions as Lender may deem necessary to insure that the lien of this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

8. Due on Sale. Consent by Lender. Lender may, at its option declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer of all or any part of the Real Property without the Lender's prior written consent. A "sale or transfer" means the conveyance of the Real Property or any right, title, or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, instalment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease option contract, or any other method of conveyance of real property interests. If Borrower is a corporation, "transfer" also includes any change in ownership of more than 25 percent of the voting stock of Borrower. If Borrower or any prospective transferee applies to Lender for consent to a transfer, Lender may require such information concerning the prospective transferee as would normally be required from the new loan applicant. Consent by lender to one transfer shall not constitute consent to other transfers or a waiver of this section.

9. Events of Default. The following shall constitute events of default:

- (a) Failure of Borrower or Obligor to make any payment required under the Notes when due.
- (b) Failure of Borrower to make any payment required under this Mortgage when due.
- (c) Failure of Borrower to perform any other obligation contained in this Mortgage if:
 - (1) Lender has sent to Borrower a written notice of the failure and the failure has not been cured within 15 days of the notice, or if the default cannot be cured within 15 days, Borrower has not commenced curative action or is not diligently pursuing such curative action; or
 - (2) Borrower has given notice of a breach of the same provisions of this Mortgage within the preceding 12 months.
- (d) Failure of Borrower within the time required by this Mortgage to make any payment for taxes, insurance, or for any other payment necessary to prevent filing of or to effect discharge of any lien.
- (e) Dissolution or termination of existence (if Borrower is a corporation), insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditor by, the commencement of any proceeding under any bankruptcy or insolvency laws by or against, or failure to obtain dismissal or deny the contents of any petition filed under any bankruptcy or insolvency laws within the time required to answer by, Borrower or any of the individuals or entities who are herein collectively referred to as "Borrower."

- (f) Default of Borrower under any prior obligation or instrument securing any prior obligation, or commencement of any suit or other action to foreclose any prior lien.
- (g) If the Real Property has been submitted to unit ownership pursuant to a unit ownership law or any similar law, failure of Borrower to perform any of the obligations imposed on Borrower by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Borrower's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure of Borrower to perform any of the obligations imposed on him by the lease of the Real Property from its owner, any default from such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Borrower, as a member of an association of unit owners, to take any reasonable action within Borrower's power to prevent a default under such lease by the association of unit owners or by any member of the association.
- (h) If the interest of Borrower in the Real Property is a leasehold interest, and a default by Borrower under the terms of the lease, or any other event (whether or not the fault of Borrower) results in the termination of Borrower's leasehold rights.
- (i) Any breach by Borrower under the terms of any other agreement between Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness of Borrower to Lender, whether made now or later.
- (j) If Lender reasonably deems itself insecure.

10. Rights and Remedies on Default.

10.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies in addition to any other remedy which may be available at law, in equity, or otherwise:

- (a) Lender may declare the entire amount owed by Borrower and/or Obligor, including any prepayment penalty which is required to be paid, immediately due and payable.
- (b) Lender may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a lender-in-possession.
- (c) Lender may, either through a receiver or as a lender-in-possession, take possession of all or any part of the Mortgaged Property, which shall be peaceably surrendered by Borrower.
- (d) Lender shall have the right without notice to Borrower, to take possession of the Mortgaged Property and collect the income, including amounts past due and unpaid, and apply the net proceeds over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user to make payments of rent or use fees directly to Lender. If income is collected by Lender, then Borrower irrevocably designates Lender as Borrower's attorney in fact to endorse instruments received in payment thereof in the name of Borrower and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either personally, by agent, or through a receiver.
- (e) Lender may obtain a decree foreclosing Borrower's interest in all or any part of the Mortgaged Property.
- (f) If permitted by applicable law, Lender may foreclose Borrower's interest in all or any part of the Mortgaged Property by nonjudicial sale.
- (g) If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.
- (h) With respect to any part of the Mortgaged Property that is Personal Property, Lender may exercise the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Personal Property is located.

10.2 Receiver. Lender shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Mortgaged Property exceeds the amount of the indebtedness, and any receiver appointed may serve without bond. Employment by Lender shall not disqualify a person from serving as receiver.

10.3 Rights of Receiver or Lender-in-Possession. Upon taking possession of all or any part of the Mortgaged Property the receiver or Lender may:

- (a) Use, operate, manage, control, and conduct business on the Mortgaged Property and make expenditures for all maintenance and improvements as in its judgment are proper.
- (b) Collect all rents, revenues, income, issues, and profits from the Mortgaged Property and apply such sums to the expenses of use, operation, and management.
- (c) At Lender's option, complete any construction in progress on the Mortgaged Property, and in that connection, pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Lender deems appropriate.

If the revenues produced by the Mortgaged Property are insufficient to pay expenses, the receiver may borrow from Lender, or otherwise, or Lender may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the indebtedness from the date of expenditure until repaid and shall be payable by Borrower to Lender on demand.

10.4 Manner of Nonjudicial Sale. In exercising the remedies provided in paragraphs 10.1(f) and (h), Lender may sell all or any part of the Mortgaged Property as a whole or in parcels. Lender may bid at any public sale on all or any portion of the Mortgaged Property. Lender shall give Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Mortgaged Property is to be made, and notice given at least 10 days prior to the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale conducted in the following fashion shall be conclusively presumed to be reasonable if:

- (a) Notice is given at least 10 days prior to the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held.
- (b) The sale is held in a county in which the Mortgaged Property or any part is located or in a county in which Borrower has a place of business.
- (c) Payment is required to be in cash or by certified check immediately following the close of the sale, except that if Lender bids it need not actually make payment.
- (d) The sale is by auction, but it need not be by a professional auctioneer.
- (e) The Mortgaged Property is sold as is and without any preparation for sale by Lender.

10.5 Election of Remedies. Election by Lender to pursue one remedy shall not exclude resort to any other remedy, and all remedies of Lender under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation under paragraph 11.7 shall neither prejudice Lender's right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided in this section.

10.6 Application of Proceeds from Mortgaged Property. All proceeds realized from the exercise of Lender's rights and remedies shall be applied as follows:

- (a) To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs of expenses of any receiver or lender-in-possession, and the costs and expenses provided for in paragraph 11.3.
- (b) To pay all amounts owed by Borrower payment of which is secured by this Mortgage.
- (c) The overplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, otherwise to the person or persons legally entitled thereto.

11. Miscellaneous.

11.1 Notices. Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered under this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by written notice to the other designate a different address.

11.2 Annual Reports. If the Mortgaged Property is not a single family residence, Borrower shall within 60 days following the close of each fiscal year of Borrower, furnish to Lender a statement of net operating income received from the Mortgaged Property during Borrower's previous fiscal year in such detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Mortgaged Property less all cash expenditures made in connection with the operation of the Mortgaged Property.

11.3 Attorney Fees; Expenses. In the event that Lender shall take any action, judicial or otherwise, to enforce the Notes, other portions of the indebtedness, or any provision of this Mortgage, or if Lender shall be required to appear in any proceeding to protect and maintain the priority of this Mortgage, Lender shall be entitled to recover from Borrower all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors' reports, costs of appraisals, and attorneys' fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any efforts of Lender to collect the indebtedness or enforce this Mortgage. Borrower shall reimburse Lender for expenses so incurred on demand with interest thereon at the highest rate then being paid on any of the indebtedness from the date of expenditure until repaid.

11.4 Waiver, Election of Remedies. A waiver by any party of a breach of the provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy and an election to make expenditures or take action to perform an obligation of Borrower under this Mortgage after failure of Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

11.5 Successors and Assigns. Subject to section 9, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Borrower and Lender. If ownership of the Mortgaged Property becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Mortgage or liability under the indebtedness.

11.6 Time of Essence. Time is of the essence of this Mortgage.

11.7 Lender's Right to Perform Obligations of Borrower. If Borrower fails to perform any obligation required of it under this Mortgage, Lender without notice may take any steps necessary to remedy such failure. Borrower shall reimburse Lender for all amounts expended in so doing on demand with interest at the highest rate then being paid on any of the indebtedness from the date of expenditure until repaid. Such action by Lender shall not constitute a waiver of the default or of any other right of remedy which Lender may have on account of Borrower's default.

11.8 Security Agreement; Financing Statements. This instrument shall constitute a security agreement under the Uniform Commercial Code with respect to any Personal Property included in the Mortgaged Property and the rents, revenues, income, issues and profits therefrom (the "Collateral"). Upon request by Lender, Borrower shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Borrower's expense in all public offices where filing is required to perfect security interests of Lender in the Collateral. Lender may, at any time and at its option without further authorization from Borrower, file copies of this instrument as financing statements. Borrower will reimburse Lender for all its expenses incurred in perfecting or continuing this security interest. Upon default Borrower shall, within three days after receipt of written demand from Lender, assemble the Collateral and make it available to Lender at a place designated by Lender.

11.9 Mobile Homes. If the Mortgaged Property includes mobile homes, motor homes, modular homes, or similar structures, such structures shall be and shall remain personal property or real property as stated above, regardless of whether such structures are affixed to the Real Property, and irrespective of the classification of such structures for the purpose of tax assessments. The removal or addition of axles or wheels, or the placement upon or removal from a concrete base, shall not alter the characterization of such structures.

11.10 Release on Full Performance. If Borrower and/or Obligor pays the full indebtedness when due and performs all obligations under this Mortgage, Lender shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage.

11.11 Use. THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH APPROPRIATE CITY OR COUNTY DEPARTMENTS TO VERIFY APPROVED USES.

11.12 Applicable Law. This Mortgage has been executed and delivered to Lender and all payments are to be made to Lender. The laws of the state in which Lender is located shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Mortgaged Property is located, determining the rights and remedies of Lender on default. The law of the state where the Mortgaged Property is located shall control whether the Mortgaged Property may be sold without judicial foreclosure.

11.13 Waiver of Homestead. Borrower waives any rights under homestead or similar laws that may affect the Mortgaged Property, and Borrower agrees that the lien of this Mortgage is superior to any homestead exemption or similar right Borrower may have.

11.14 Multiple Parties. If there is more than one Borrower, the obligations imposed upon Borrower under this Mortgage shall be joint and several.

12. Prior Indebtedness.

12.1 Prior Lien. The lien securing the indebtedness secured by this Mortgage is and remains secondary and inferior to the lien securing payment of a prior obligation in the form of a:

(Check which applies.)

☐ Trust Deed ☐ Other (Specify) _____

☐ Mortgage _____

☐ Land Sale Contract _____

The prior obligation has a current principal balance of not more than \$ _____ and is in the original principal amount of \$ _____. Borrower expressly covenants and agrees to pay or see to the payment of the prior indebtedness and to prevent any default thereunder.

12.2 Default. If the payment of any instalment of principal or any interest on the prior indebtedness is not made within the time required by the note evidencing such indebtedness, or should an event of default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then the indebtedness secured by this Mortgage shall, at the option of Lender, become immediately due and payable, and this Mortgage shall be in default.

12.3 No Modification. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Borrower shall neither request nor accept any future advances under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

08-01-1985 X

John L. Price
Date _____
Borrower
JOHN L. PRICE

08-01-1985 X

Melissa A. Carlson-Price
Date _____
Borrower
MELISSA A. CARLSON-PRICE

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Washington

County of Klickitat

On this day personally appeared before me John L. Price and Melissa A. Carlson-Price

to me known to be (or in California personally known to me or proved to me on the basis of satisfactory evidence to be) the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as of their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 01st day of August, 19 85.

Notary Public in and for the state of: Washington

Residing at White Salmon

My commission expires _____

CORPORATE / PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____

County of _____

On this _____ day of _____, 19 _____, before me _____

personally appeared and known to me to be (or in California personally known to me or proved to me on the basis of satisfactory evidence to be) authorized agents of the corporation (or if a partnership, member(s) of the partnership) that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation (or partnership), by authority of its bylaws or by resolution of its board of directors (or if a partnership, by authority of the partnership agreement), for the uses and purposes therein mentioned, and an oath stated that _____ he _____ was/were authorized to execute and in fact executed this instrument on behalf of the corporation (or partnership).

BY _____

Residing at _____

Notary Public in and for the state of: _____

My commission expires _____

STATE OF WASHINGTON }
COUNTY OF KICKAPOO }

NOTARILY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY _____

SPANISH COUNTY TITLE CO

OF STEVENS

AT 2:50 P.M. AUG 13, 85

WAS DEPOSITED IN BOOK 61

AUG AT PAGE 762

FILED BY SPANISH COUNTY TITLE CO

SPAIN

ALL

ORDER NO. SK-13857 99758
DESCRIPTION

BOOK 61 PAGE 766

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 1 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY;

COMMENCING AT THE NORTHEAST CORNER OF THE SAID SECTION 4; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 1500 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE A DISTANCE OF 1700 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 1000 FEET; THENCE EASTERLY A DISTANCE OF 1700 FEET TO A POINT WESTERLY 1500 FEET FROM THE EAST LINE OF SAID SECTION 4; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE SAID SECTION 4 A DISTANCE OF 1000 FEET TO THE NORTH LINE OF SAID SECTION 4, SAID POINT BEING WESTERLY 1500 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, TO THE POINT OF BEGINNING;

EXCEPT FOR INDIAN MAY ROAD, 30 FEET FROM CENTERLINE OF THE EXISTING ROAD, FOR ACCESS FOR PROPERTY OWNERS, WHO INDIAN MAY ROAD PROVIDES ACCESS TO.