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BOOK 118 PAGE 813  
FILED RECORD  
SPRING PASH  
BY Robert Lehmann

MAY 9 3 16 PM '90

P. Lowry

MORTGAGE GARY C. 608

The MORTGAGOR, THEODORE L. LEHMANN, mortgages to RICHARD W. LEHMANN and ROBERT J. LEHMANN, as Mortgagees, to secure payment of the sum of SEVENTY-SIX THOUSAND FIFTY DOLLARS (\$76,050.00) according to the terms of a promissory note dated May 8, 1990, the following described real estate, situated in the County of Skamania, State of Washington:

The Southeast Quarter of the Northeast Quarter; and the North Half of the North Half of the Northeast Quarter of the Southeast Quarter; of Section 15, Township 3 North, Range 10 E. W. M.

SUBJECT TO easements and rights of way for public roads over and across the above-described real property.

TOGETHER with all water rights owned by Grantors with respect to the above-described property.

Said tract containing 50 acres, more or less.

This Mortgage is given for the purpose of securing performance of each agreement of the Mortgagor herein contained, and the payment of the sum stated above. In addition, this mortgage is given subject to the provisions of an agreement dated May 8, 1990, entered into by and between ROBERT J. LEHMANN, RICHARD W. LEHMANN, and THEODORE L. LEHMANN,

The Mortgagor also promises and agrees to pay before delinquency all taxes, special assessments and other public charges levied, assessed or charged against said described premises, and to keep all improvements on said described premises insured against loss or damage by fire for the benefit of the mortgagees and to deliver all policies and renewals to the mortgagees.

In case the Mortgagor shall fail to pay any installment of principal or interest secured hereby when due or to keep or perform any covenant or agreement aforesaid, and such amount remains unpaid after a date specified by a notice to the Mortgagor, then the whole indebtedness hereby secured shall forthwith become

MORTGAGE - 1

due and payable, at the election of the Mortgagees. The date specified shall not be less than thirty (30) days from the date such notice is mailed.

In order to protect the security of this Mortgage, the Mortgagor promises and agrees to keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

The Mortgagor shall use the land for orchard purposes and the houses as residential real estate, and for no other purpose without written consent of the Mortgagees. All operations conducted on the property by the Mortgagor shall be conducted in accordance with the best course of horticulture practiced in the geographical vicinity of the property.

In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Mortgagees to be applied to principal balance of debt owed to Mortgagees.

DATED this 8th day of May, 1990.

Theodore L. Lehmann  
THEODORE L. LEHMANN

STATE OF WASHINGTON )

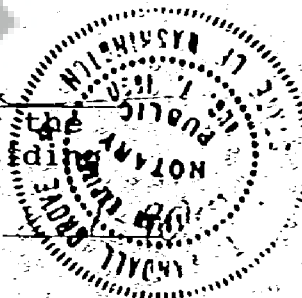
County of Clark )

ss.

I certify that I know or have satisfactory evidence that THEODORE L. LEHMANN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 5-5-90

[Signature]  
Notary Public in and for the  
State of Washington, residing  
at Vancouver.  
My appointment expires:



MORTGAGE - 2