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MORTGAGE

THE MORTGAGORS, JAN C. KIELPINSKI and PENELOPE A. KIELPINSKI, husband and wife, mortgage to ROBERT K. LEICK, TRUSTEE OF THE BRENDA BABCOCK TRUST, to secure payment of the sum of Forty-three Thousand Four Hundred Fifteen and 49/100 Dollars (\$43,415.49) according to the terms of a promissory note bearing date June 7, 1990, the following described real estate, situated in the County of Skamania, State of Washington:

Parcel 1:

The West half of the Northeast Quarter of Section 36, Township 3 North, Range 7½ East of the W.M.; EXCEPT the West 36 rods of the North 67 rods of the Northwest Quarter of the Northeast Quarter of the said Section 36; AND EXCEPT that portion of the West Half of the Northeast Quarter of the said Section 36 lying Westerly of the center of the channel of Nelson Creek; AND EXCEPT the following described tract;

Beginning at a point 1,534.5 feet North 306.15 feet East of the center of the said Section 36; thence South 58°35' East 476.55 feet; thence South 54°21' West 200 feet; thence North 38°52' West 336.1 feet; thence North 17°50' West 107.41 feet to the point of beginning; and <u>EXCEPT</u> that portion thereof lying Northerly of the County road known and designated at the Loop Road.

Parcel 2:

That portion of the East Half of the Northeast Quarter of Section 36, Township 3 North, Range 7½ East of the W.M., described as follows:

Beginning at a point 13 rods North of the Southwest corner of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the said Section 36; thence East 80 rods; thence South 80 rods; thence West 80 rods; thence North 80 rods to the point of beginning: EXCEPT that portion thereof lying Northerly of the Loop Road aforesaid.

And the MORTGAGORS promise and agree 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 to their insurable value against loss or damage by fire in the sum of for the benefit of the Mortgagee and to deliver all policies and renewals to the Mortgagee.

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In case the Mortgagors shall fail to pay any installment of principal or interest secured hereby when due or to keep or perform any covenant or agreement aforesaid, then the whole indebtedness hereby secured shall forthwith become due and payable, at the election of the Mortgagee.

Dated this 7th day of June, 1990.

JAN C. KIELPINSKI

PENELOPE A. KIELPINSKI

STATE OF WASHINGTON)
) ss
County of Skamania)

On this day personally appeared before me JAN C. KIELPINSKI and PENELOPE A. KIELPINSKI, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of June,

Notary Public in and for the State of Washington, residing at <u>Carson</u>.

Commission expires: 6-13-93

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