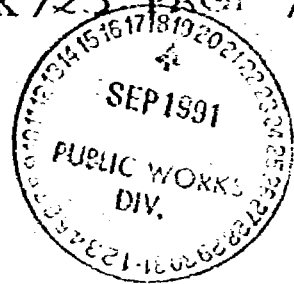


BOOK 125 PAGE 961



## AGREEMENT AND MORTGAGE

WHEREAS, the PORT OF SKAMANIA CO. (hereinafter called "Mortgagor") has applied to and has received on the 8 day of February, 1991 from the United States Department of Commerce, Economic Development Administration (EDA), a grant in the amount of Six Hundred Fifty Thousand Dollars (\$ 650,000.00 ) (Grant Amount) to be used for the purpose of 40,000 sq. ft. multi-purpose bldg. on the real property described in Exhibit "A" attached hereto and made a part hereof (the Property); and

WHEREAS, the aforesaid grant from EDA bearing EDA grant number 07-01-03231 (Grant Agreement) stipulates the purposes for which the Grant Amount may be used and provides, inter alia, that Mortgagor will not sell, lease, mortgage, or otherwise use or alienate any right to, or interest in the Property, or use the Property for purposes other than different from those purposes set forth in the Grant Agreement and the application made by Mortgagor therefor, such alienation being prohibited by 13 CFR Part 314, or by Office of Management and Budget circular A-110, Attachment N, (the OMB Circular);

Registered 0  
Indexed, air 6  
Indirect 10  
Filed 11/8/94  
Mailed

RECORD  
BY: *Elinor Stacy*  
NOV 14 1991  
*J. Sourey*  
CARL H. HANSON

- 2 -

NOW THEREFORE, Mortgagor does hereby grant, bargain, and convey unto EDA, its successors and assigns, a mortgage in and upon the Property in the Grant Amount, such mortgage being granted to secure a debt in the Grant Amount that shall become due and payable by Mortgagor to EDA upon the use, transfer or alienation of the Property in violation of the Grant Agreement or in violation of the regulation set forth in 13 CFR Part 314, or the OMB Circular, as such Grant Agreement, regulation or circular may be amended from time to time; provided, however, that the lien and encumbrance of this AGREEMENT AND MORTGAGE shall terminate and be of no further force and effect 10 years from the date hereof. The amount of the lien and encumbrance created by this Agreement shall be in the Grant Amount, or an amount determined pursuant to 13 CFR Part 314. Mortgagor does hereby acknowledge a debt in the Grant Amount that shall accrue and be due and payable upon any use, transfer, or alienation prohibited by the Grant Agreement, the OMB Circular, or 13 CFR Part 314, and does, moreover, agree that such debt shall be extinguished only through the full payment thereof to the United States.

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Mortgagor shall record this AGREEMENT AND MORTGAGE in the County where the Property is located, thereby securing to EDA an estate in the Property. This Agreement may be enforced by the Secretary of Commerce of the United States of America, the Assistant Secretary for Economic Development his designees, successors and assigns, by and through a foreclosure action brought either in a United States District Court, or in any State Court having jurisdiction, but such action shall not be deemed to be a waiver of the aforesaid debt or of any possible further or additional action to recover repayment thereof.

Witness our hands this 16 day of September, 1989.

Port of Skamania Co.  
(NAME OF MORTGAGOR)

By:

Its

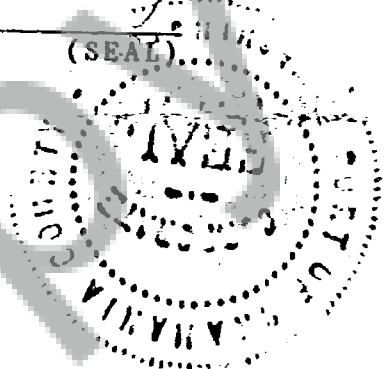
Manager

(SEAL)

ACKNOWLEDGED BY:

Robert N. [Signature]  
SECRETARY

(SEAL)

Joanna [Signature]  
WITNESS

- 4 -

This instrument was prepared by:

Economic Development Administration  
United States Department of Commerce  
Herbert C. Hoover Building  
Washington, D. C. 20230

STATE OF WASHINGTON

COUNTY OF Skamania

Before me, a Notary Public,  
appeared ELMER S. STACY and ROBERT H. TICHENOR,  
known to me to be the Manager and Secretary, respectively,  
of Port of Skamania County (Portgagor), a Washington ~~(state)~~  
~~non-profit~~ <sup>municipal</sup> corporation, who by me being first duly sworn,  
acknowledged that they signed the foregoing instrument before me  
on the 16th day of September, 1989, as the act and  
deed of such Corporation.

*Sharon Feldman*  
Notary Public  
Residing at Carson.

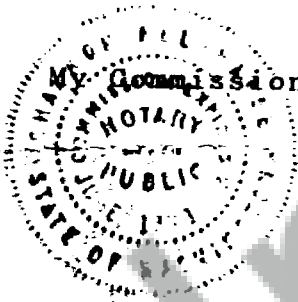


EXHIBIT "A"

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 1 RIVERVIEW ADDITION TO THE TOWN OF STEVENSON according to the recorded plat thereof recorded in Book A of Plats Page 21, in the County of Skamania, State of Washington

EXCEPT that portion taken by the United States of America by instrument recorded in Book 71, Page 539, Skamania County Deed Records

AMENDED by instrument recorded on February 26, 1980 in Book 77, Page 906, Skamania County Deed Records.

Special Exceptions:

1) Flowage Easement including the terms and provisions thereof recorded on November 5, 1936 in Book "Z", Page 77, Skamania County Deed Records. (Affects Lots 6-12)

2) Flowage Easement including the terms and provisions thereof recorded on August 4, 1939 in Book 27, Page 493, Skamania County Deed Records. (Affects Lots 13 and 14)

3) Flowage Easement including the terms and provisions thereof recorded on May 3, 1937 in Book "Z", Page 269, Skamania County Deed Records. (Affects Lots 15 and 16)

4) Covenants including the terms and provisions thereof recorded on July 19, 1974 in Book 67, Page 102, Skamania County Deed Records.