DEED RECORD 29

SKAMANIA COUNTY, WASHINGTON

511

above written.

(Notarial seal affixed)

G. E. Hayes
Notary Public in and for the State of Washington, residing at Seattle.

Filed for record August 7, 1943 at 10-00 a.m. by Raymond C. Sly

Makel D'ace.
Skamanda County Auditor.

#32716

Josephine Martin Hattrem to The Public

STATE OF OREGON

(sa (COUNTY OF MULTNOMAH)

Estoppel Affidavit

I, Josephine Martin Hattrem, being first duly sworn depose and say:

That I am the identical party who made, executed and delivered that certain deed to J. H. Kelley dated the 22nd day of January 1940, conveying the following described property, to-wit:

All of Lots one (1), two (2), three (3), four (4), five (5), six (6), fifty-four (54), fifty-two (52), fifty-three (53), fifty-five (55), fifty-six (56), fifty-seven (57), fifty-eight (58), fifty-nine (59), and sixty (60) of Washougal Riverside Tracts as shown on the duly recorded plat thereof in Skamania County, Washington; also Beginning at a point on the East Section Line of Sec. 6 Twp. 1 North Range 5 East of Willamette Meridian in Skamania County, Washington, said point being 184.65 feet southerly from the Northeast corner of Section 6 aforesaid and from said point running thence westerly along the southerly line of a 20 foot dedicated roadwayin Washougal Riverside Tracts according to the duly recorded plat thereof to the easterly line of the property deeded to I. P. Irons and D. M. Irons, husband and wife, which deed is recorded in Book "U" of deeds at page 299 of the Deed Records of Skamania County, Washington; and from said point running thence southerly along the easterly line of the Irons property above mentioned to the center line of the Washougal River; thence following the center line or thread of said Washougal River easterly to the east line of section 6 aforesaid; thende northerly to the point of beginning, said tract containing 1.6 acres more or less; also beginning at the northwest corner of Section five (5), Township one (1) North, Range five (5) East of the Willamette Meridian, running thence South 89 deg. 20 min. East along the Northerly section line of Section five (5) aforesaid 1042.0' to a point 300 feet at right angles from the center line or thread of the Washongal River; thence paralleling the said Washongal River south 15 deg. 06 min. West 95.0 feet; thence South 34 deg. 30 min. West 180 feet; thence South 30 deg. 15 min. West 141.0 feet; thence South 49 deg. 10 min. West 190.0 feet; thence South 41 deg. 10 min. West 112.0 feet; thence South 56 deg. 50 min. West 270.0 feet; thence South 63 deg. 10 min. West 145 feet; thence South 66 deg. West 110 feet; thence South 59 deg. 20 min. West 152.0 feet; thence North 85 deg. 40 min. West 24.0 feet to the Westerly line of Section five (5) aforesaid; thence North O deg. 45 min. West 905.2 feet to the point of beginning, containing 14.2 acres more or less.

That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the said grantee; that the consideration in aforesaid deed was and is payment to deponent of the sum of \$1.00 by the grantee named therein, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations costs and charges heretofore existing under and by virtue of the terms ofda certain mortgage heretofore existing on the property therein and hereinbefore described executed by Josephine Martin Hattrem as mortgagor to J. H. Kelley as mortgagee, dated the 8th day of December, 1938 and recorded in Mortgage Book W, page 376 of the records of Skamania County, State of Washington, and the cancellation of record by said grantee of said mortgage, and the delivery to this affiant of the note or other evidence of debt secured by said mortgage, duly cancelled, receipt of which said cancelled note is hereby acknowledged.

That the aforesaid deed and conveyance was made by the deponent as the result of her request that the grantee accept such deed and was her free and voluntary act; that at the time of making said deed deponent felt and still feels that the mortgage indebtedness above mentioned répresented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the deponent; that at the time it was