

THIS MORTGAGE, Made this 11th day of January, 1965, between  
 WOODARD MARINA ESTATES, Inc., a Corporation,  
 duly organized and existing under the laws of the State of Oregon,  
 Mortgagor, and TRANS-AMERICA EQUITY, INC., hereinafter called the Mortgagee,

WITNESSETH, That said mortgagor, in consideration of SEVENTY-FIVE THOUSAND AND NO/100ths (\$75,000.00) Dollars, to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators, successors and/or assigns, as set forth in sub-paragraph (d), SECTION 5- of AMENDMENT TO DEBENTURE AND FINANCING AGREEMENT dated January 11, 1965, between TRANS-AMERICA EQUITY, INC., and WOODARD MARINA ESTATES, INC., that certain real property situated in SKAMANIA COUNTY, State of Washington, bounded and described as follows:

PARCEL NO. 1

All that portion of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ), and of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ), and of Government Lot 1 of Section 34, Township 2 North, Range 6 E. W.M., lying southerly of the southerly right of way line of the Spokane, Portland Seattle Railway Company; EXCEPT a tract of land conveyed to C. A. Sams and W. L. Sams by deed dated September 3, 1936, and recorded at page 204 of Book Z of Deeds, Records of Skamania County, Washington, together with shore lands of the second class conveyed to the said C. A. Sams and W. L. Sams by deed dated March 8, 1947, and recorded at page 56 of Book 36 of Deeds, Records of Skamania County, Washington; AND EXCEPT a tract of land conveyed to Leonard Palmer Farnsworth, a bachelor, by deed dated May 29, 1945, and recorded at page 409 of Book 30 of Deeds, Records of Skamania County, Washington;

TOGETHER WITH shore lands of the second class conveyed by the State of Washington, fronting and abutting upon the above described real property.

PARCEL NO. 2

A tract of land in Government Lot 4 of Section 35, Township 2 North, Range 6 E. W.M., more particularly described as follows:

Beginning at the quarter corner between Sections 34 and 35, Township 2 North, Range 6 E. W.M.; thence south 10 chains 50 links to the right bank of the Columbia River; thence upstream following the meander line north 65° east 5 chains 64 links; thence north 40° east 1 chain 76 links; thence north 34° east 4 chains 75 links; thence north 04° east 2 chains 48 links; thence north 37° east 4 chains 35 links to the bank of Duncan Slough; thence north 36° west 2 chains 96 links; thence north 85° west 89 links; thence south 58 $\frac{1}{2}$ ° west 10 chains 56 links to the point of beginning.

PARCEL NO. 3

All that portion of Government Lot 4 of Section 35, Township 2 North, Range 6 E. W. M., lying southerly of the southerly line of the Spokane, Portland and Seattle Railway Company and westerly of the county road known as the Butler Dock Road as the same existed and was established on March 27, 1911; EXCEPT that portion thereof lying within Parcel No. 2 described above.

PARCEL NO. 4

Shore lands of the second class conveyed by the State of Washington, fronting and abutting upon Government Lot 4 of Section 35, Township 2 North, Range 6 E. W. M., extending as far east as the outlet of Duncan Lake as more particularly described in deed dated July 26, 1905, and recorded at page 189 of Book I of Deeds, Records of Skamania County, Washington.

A portion of the real estate has been platted as "WOODARD MARINA ESTATES", and the official plat thereof was filed on October 3, 1962, under Auditor's File No. 60610 and now appears of record at pages 114 and 115 of Book A of Plats, Records of Skamania County, Washington.

This mortgage shall include the water system, the dock, the dam, and any and all other improvements installed, the entire lake, and all undeveloped land.

EXCEPTIONS: Lots 1 through 32 inclusive, Block 1; Lots 1 through 18 inclusive, Block 2; Lots 1 through 30 inclusive, Block 3; and Lots 1 through 16 inclusive, Block 4, all of "WOODARD MARINA ESTATES"; and

Easements and rights of way for public roads and electric power transmission lines over and across the said parcels.

Insurance premium as above provided for, the mortgagee may at its option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note(s) without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien