

THIS MORTGAGE, Made this 27th day of May, 1970,
 ROBERT WEINMAN and MARIE WEINMAN, husband and wife, Mortgagor,
 FOR HILSON DEVELOPMENT CORPORATION, d/b/a. FIVE WILSON REALTY, Mortgagee,
 WITNESSETH, That said mortgagor, in consideration of TWENTY FOUR THOUSAND AND NO/100 Dollars, to him paid by said mortgagee, does hereby
 sell, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
 tain real property situated in Skamania County, State of Oregon, bounded and described as

PARCEL NO. 1

Beginning at the middle point in the southerly line of Lot 1 of Normandy Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, said point of beginning being marked by a county penalty monument at the intersection of the northerly line of State Road 14 with the section line between Sections 14 and 15, Township 2 North, Range 7 E. W. M.; thence north along the said section line 340 feet; thence south 73° 12' west 50 feet; thence north 78° 30' west 159 feet; thence west 565 feet; thence south 3° 15' east 1,145 feet to the southwest corner of Lot 2 of said Normandy Tracts, said corner being at the intersection with the north line of State Road 14; thence north 54° 45' east along the northerly line of State Road 14 to the point of beginning;

ALSO: Beginning at the intersection of the section line between sections 14 and 15, Township 2 North, Range 7 E. W. M., with the northerly right of way line of State Road 14; thence north 54° 45' east 50 feet; thence north 35° 15' west to the section line between said sections 14 and 15; thence south along said section line to the point of beginning;

ALSO: Beginning at the intersection of the section line between sections 14 and 15, Township 2 North, Range 7 E. W. M., with the north line of the right of way of State Road 14; thence north 54° 45' east 50 feet to the initial point of the tract hereby described; thence north 35° 15' east 70.75 feet to the said section line; thence north along said section line 772.25 feet; thence north 73° 12' east 17.56 feet; thence east 17.56 feet; thence south 03° 15' east 722.43 feet to the said right of way line; thence along said right of way line south 54° 45' west 147.5 feet to the initial point;

EXCEPT that portion of the above described tracts of land lying southeasterly of a line 407 feet distant from and parallel to the northerly right of way line of State Road 14.

PARCEL NO. 2

A tract of land in Section 15, Township 2 North, Range 7 E. W. M., more particularly described as follows: Beginning at the northeast corner of Lot 9 of Normandy Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence north 35° 15' west 350.2 feet; thence north 54° 45' east 20 feet; thence north 35° 15' west 767 feet to the east line of a tract of land conveyed to Frieda Birkeland by deed dated June 21, 1929, and recorded April 19, 1934, at page 494 of Book X of Deeds, Records of Skamania County, Washington; thence north to the south line of a tract of land conveyed to Mauna Lake Club, a corporation, by deed dated November 24, 1922, and recorded February 16, 1931, at page 580 of Book W of Deeds, Records of Skamania County, Washington; thence east to intersection with a line running north 35° 15' east from the southwest corner of Lot 2 of Normandy Tracts aforesaid; thence south 35° 15' east 927.2 feet, more or less, to the northwest corner of said lot 2; thence south 54° 45' west 700 feet to the point of beginning;

ALSO: Lots 7, 8 and 9 of NORMANDY TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, EXCEPT that portion of the said Lot 7 described as follows: Beginning at the southeast corner of the said Lot 7; thence south 54° 45' west along the south line thereof 62 feet; thence north 35° 15' west parallel with the east line of said lot 100 feet; thence north 54° 45' east parallel with the south line thereof 62 feet to the east line of said lot; thence south 15° 15' west along said east line 100 feet to the point of beginning.



BOOK 48 PAGE 462

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$ 24,000.00

Portland, Oregon, 5/1/70

On sale of land at N. Bonneville, Washington after date, I (or if more than one maker) we jointly severally promise to pay to the order of PETE WILSON DEVELOPMENT CORP., dba PETE WILSON REALTY at 2411 S. E. 42nd Ave., Portland, Oregon

TWENTY FOUR THOUSAND AND NO/100 ----- DOLLARS

with interest thereon at the rate of --% per annum from date until paid; interest to be paid at maturity and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. And hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I we promise and agree to pay to such reasonable attorney's fees and collection costs, even though no suit or action is filed hereon, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal thereon, is heard or decided.

Albert Wahlman

Marie Wahlman

FORM No. 216-PROMISSORY NOTE

STEVENS HEAD LAW FIRM

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto except conditions, restrictions and easements of record.

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the unpaid principal sum of the note or the obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagee shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagor may procure the same at mortgagee's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing and or make financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor, and of said mortgagees respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the proceeds thereof to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the amount due under this mortgage, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgage, the mortgagor may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter; and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

my official seal the day and year last above written.

John B. Jennings
Notary Public for Oregon.
My Commission expires 6/29/74.