

THE MORTGAGOR CARL E. LEHMAN

mortgage to LOWELL LEHMAN

to secure payment of the sum of Four Thousand and no/100-----

Dollars (\$ 4000.00), according to the terms of

promissory note bearing the date, December , 1974 the following described real estate,

situated in the County of Skamania , State of Washington:
A parcel of land in the Northwest quarter of the Northwest quarter of Section Thirty-four (34), Township Two (2) North, Range Five (5) East of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of said Northwest quarter of the Northwest quarter of Section 34; thence North 0°40' 49" West along the East line of said Northwest quarter of the Northwest quarter of section 34, 515.10 feet to the true point of beginning; thence South 77°12' 20" west; along the North line of a 60 foot wide driveway 304.12 feet; thence North 0°04'04" West 122.70 feet; thence North 75°39' 39" East 294.33 feet to a point on the West edge of the right of way of the Washougal River Road; thence South 13°24'55" East along the West edge of the right of way of said road 84.46 feet to the East line of said Northwest quarter of the Northwest quarter of Section 34; thence South 0°40' 49" East 45.77 feet to the true point of beginning.

TOGETHER WITH the right to use the 60' strip of land running along the South line of the aforesaid property in an Easterly direction to the state Highway, the Grantors hereby reserving the right to dedicate and establish said strip of land as a public road, and

TOGETHER WITH an easement to maintain a water pipeline in the present location of the same running from the tract herein conveyed in a Northwesterly direction across the Northwest quarter of the Northwest quarter of Section 34 and the West half of the Southwest quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian, including the right to maintain a water storage tank at the present location of the same in the West half of the Southwest quarter of Section 27.

PARCEL B.

A parcel of land in the Northwest quarter of the Northwest quarter of Section Thirty-four, (34), Township Two (2) North, Range Five (5) East, of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of the Northwest quarter of the Northwest quarter of said Section 34; thence North 0°40'49" West along the East line of said Northwest quarter of the Northwest quarter of Section 34, 561.87 feet; thence North 13°24'55" West along the West edge of the right of way of the Washougal River Road 84.46 feet to the true point of beginning; thence South 75°39'39" West 294.33 feet; thence North 24°44'50" West 24.39 feet; thence South 75°49'03" West 534.02 feet to a point on the East edge of a 30 feet driveway; thence North 8°31'03" West along the East edge of said driveway 135.00 feet; thence North 73°36'17" East 497.14 feet; thence North 79°24'21" East 312.80 feet to the West edge of the right of way of the Washougal River Road; thence South 22°07'01" East along the said right of way 83.60 feet; thence South 13°24'55" East along the said right of way 74.27 feet to the true point of beginning.

SUBJECT TO easement for water pipeline over the Westerly portion of the property as granted to Harry A. Varney, et ux, by instrument recorded in Book 63, page 953, records of said County.

TOGETHER WITH the right to use the private roadway for ingress and egress to and from said property to the public road, which roadway runs from the Westerly end of the property in a South-erly and Easterly direction to the County Road.

BOOK 52 PAGE 52

And the mortgagor promise and agrees 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 against loss or damage by fire to the extent of the full insurable value thereof, for the benefit of the mortgagee and to deliver all policies and renewals to the mortgagee.

In case the mortgagor 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.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagor may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

Each mortgagor consents to a deficiency judgment for any portion of the debt, fees or cost not satisfied from proceeds of the foreclosure.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal this day of December 4th, A. D. 1974

STATE OF WASHINGTON,
COUNTY OF Clark

Carl E. Lehman
CARL E. LEHMAN (SEAL)

(SEAL)

On this day personally appeared before me Carl E. Lehman to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

4th day of December, 1974.

Carl E. Lehman
Notary Public in and for the State of Washington,
residing at Washougal



STEVENS & GARVER
ATTORNEYS AT LAW
WASHOUGAL, WASHINGTON 98607