

REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That EINAR O. TRAA and CAROL N. TRAA, husband and wife, hereinafter referred to as "Mortgagor" does by this instrument mortgage unto RAYMOND E. JOHNSON and LUCY B. JOHNSON, husband and wife, hereinafter referred to as "Mortgagee", the following described real property situated in Skamania County, State of Washington, to-wit:

That portion of the Northwest Quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, more particularly described as follows: BEGINNING at a point 1160 feet East and 224 feet South of the Northwest corner of said Section 33 (said point being the Southwest corner of the tract described in the Real Estate Contract between Raymond E. Johnson, et ux, and Jack D. Phillips, et ux, recorded in Book 65, Page 685, records of said County); thence East along the South line of the aforesaid Johnson-Phillips tract to the Northwest-erly line of the LaBarre Heights County Road; thence Southwesterly along the Northwesterly line of said County Road to a point due South of the point of beginning (said point being the Southeast corner of the tract described in the Real Estate Contract between Raymond E. Johnson, et ux, and Jack D. Phillips, et ux, recorded in Book 63, Page 355, records of said County; thence North along the East line of said Johnson-Phillips tract 241 feet, more or less, to the point of beginning of the tract here-in conveyed.

TOGETHER WITH water rights appurtenant to said prop-erty as now established of record in the Department of Ecology of the State of Washington, registry No. Nov 173039412, and including all rights in the water easement recorded in Book 51, Page 117, records of said County.

TOGETHER WITH the 32 foot by 8 foot Spencecraft alley now located on said property.

This mortgage is given to secure the performance of the cove-nants herein contained and the payment of the sum of FIVE HUNDRED and NO/100 DOLLARS (\$500.00), plus interest, according to the terms of one certain promissory note executed by Mortgagor to Mort-gagee bearing even date herewith, and se ures any extensions or renewals of the same.

The Mortgagor covenants that he is lawfully seized of the property above described in fee simple, and that Mortgagor has the law-ful right to mortgage the same as herein provided; that the real property herein described is free of all liens or encumbrances except as may be described above; that Mortgagor will seasonably pay all taxes and muni-cipal or other governmental assessments of every kind and nature here-after levied on the property during the term of this mortgage; that Mortgagor will use or occupy the property in a lawful manner, will per-mit or suffer no waste of the same, and will maintain the property and its improvements, if any, in a good state of repair, and Mortgagor cove-nants in all things concerning the mortgaged premises to manage and protect the same so as to preserve rather than to diminish the Mortgagee's security interest therein. In event Mortgagor shall fail to seasonably pay the several sums hereinabove mentioned, or shall otherwise fail or neglect to perform the covenants of this mortgage, then Mortgagee may, at his election, pay any such sums or otherwise perform said covenants,

JEFFERSON D. MILLER

ATTORNEY AT LAW

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SEASIDE, WASHINGTON 98057

AREA CODE 206 TELEPHONE 634-3002

and any sums so paid or incurred by Mortgagee thereby shall be forthwith repayable by Mortgagor on demand, and any such sums shall likewise be secured by the lien of this mortgage.

Time is of the essence of this mortgage. If Mortgagor shall default in the payment of the sums secured hereby, or shall fail or neglect to perform the several terms and conditions of this mortgage, then all sums secured hereby shall become immediately due and payable at the option of Mortgagee, and the Mortgagee, at his election, may proceed to foreclose this mortgage as provided by law. In event of any such foreclosure action, or in event Mortgagee shall become obligated to institute or defend any suit or action to protect the priority and lien of this mortgage, or to preserve the mortgaged premises, then Mortgagor covenants to pay such sum as the court shall adjudge reasonable as attorney fees in said suit, together with the costs of any such action and the necessary expense of searching public records concerning the mortgaged premises.

ADDITIONAL COVENANTS: None



IN WITNESS WHEREOF, the Mortgagor has executed this instrument this 9th day of July, 1975.

Einar O. Traa  
Einar O. Traa

Carol N. Traa  
Carol N. Traa

STATE OF WASHINGTON )  
County of Clark ) ss.

On this day personally appeared before me EINAR O. TRAA and CAROL N. TRAA to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 1975.

JEFFERSON D. MILLER  
ATTORNEY AT LAW  
330 N.E. 8TH AVE.  
CAMAS, WASHINGTON 98607  
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Jefferson D. Miller  
Notary Public in and for the State  
of Washington, residing at Camas.