

KNOW ALL MEN BY THESE PRESENTS: That LARRY SNYDER
 WHITNEY, an unmarried man, hereinafter referred to as
 "Mortgagor" does by this instrument mortgage unto JAMES O. and
 GENEVIEVE S. WHITNEY, husband and wife, hereinafter referred
 to as "Mortgagee", the following described real property situated in
 Skamania County, State of Washington, towit:

The East Half of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of (E 1/2 SW 1/4 NE 1/4 NE 1/4) of Section 19, Township 2 North, Range 5 E.W.M., said tract containing 5 acres, more or less:

TOGETHER WITH an easement and right of way 30 feet in width for an access road over and across the course of an existing road in the NW 1/4 of the NE 1/4 and the W 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 of Section 19, Township 2 North, Range 5 E.W.M., connecting with County Road No. 1108 designated as the Skye-Shields Road.

SUBJECT To easements and rights of way for access roads over and along the existing road sold under contract to Walter M. [redacted] Gary N. Morris, and Susan Y. Smith, and r' [redacted] Raymond A. Compher and Lillian V. Comph [redacted] to grant an access road appurtenant SE 1/4 OF the NE 1/4 of the NE 1/4 of said Section . . .

SUBJECT TO the real estate contract bearing date of July 17, 1972, between Henry Joe Police, as seller and Larry Snyder Whitney and Katherine Keefer Whitney, husband and wife, as purchaser.

THIS WILL CERTIFY that the foregoing property is not used primarily for agricultural or farming purposes.

This mortgage is given to secure the performance of the covenants herein contained and the payment of the sum of FIVE THOUSAND FIVE HUNDRED and no/100 (\$5,500.00), plus interest, according to the terms of one certain promissory note executed by Mortgagor to Mortgagee bearing even date herewith, and secures 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 lawful 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 municipal or other governmental assessments of every kind and nature hereafter levied on the property during the term of this mortgage; that Mortgagor will use or occupy the property in a lawful manner, will permit 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 covenants 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,

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:

It is understood that Mortgagor is now purchasing the property herein above mortgaged pursuant to the terms of the Real Estate Contract referred to above. Mortgagor covenants to make all payments required thereby to the end that the legal title to the above property will be conveyed to Mortgagor in fulfillment of said Contract. If Mortgagor shall neglect any such payments, then Mortgagee is privileged to make the same in order to protect Mortgagee's interest in the property, and any sums so paid by Mortgagee shall be repayable by Mortgagor on demand and shall likewise be secured by the lien of this mortgage.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument this 15th day of July, 1977.

James S. Whitney
Larry Snyder Whitney

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me LARRY SNYDER WHITNEY 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 15th day of July, 1977.

Jefferson D. Miller
Notary Public in and for the State
of Washington, residing at Camas