

**Pioneer National  
Title Insurance Company**

WASHINGTON TITLE DIVISION

**Pioneer National Title Insurance Company**  
**Clark County Office**  
 100 East 13th Street Vancouver, Wn. 98660  
 675-4495

# MORTGAGE

# THE MORTGAGOR

R-J LAND DEVELOPMENT, INC., a Washington Corporation,

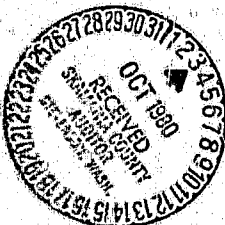
and Marion Z. Lamb and Dorothy A. Lamb, husband and wife

Hereinafter referred to as the mortgagor, mortgages to

WASHINGTON STATE BANK

The following described real property situate in the County of Skamania State of Washington:

SEE ATTACHED LEGAL



together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of ONE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED THIRTEEN AND 54/100 - - - - - Dollars with interest from date until paid, according to the terms of a certain promissory note bearing even date herewith.

The mortgagee covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it; that the property is free from all liens and encumbrances of every kind; that he will keep the property free from any encumbrances prior to this mortgage; that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt hereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgagee; that he will not permit waste of the property; that he will keep all buildings now or hereafter placed on the property in good order and repair and unceasingly insured against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit, and will deliver to mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.

Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part or all of principal and interest of any prior encumbrance or of insurance premiums or other charges secured hereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgagor on demand, and shall also be secured by this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof. The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured, or in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of the mortgage principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed.

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 mortgagee 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.

Dated at Washougal, Washington

this 25th day of September, 1980  
R-J LAND DEVELOPMENT, INC.

By: [Signature] (SEAL)

By [Signature] (SAY)

May 3 June 6  
Lately A. L. L. L.

STATE OF WASHINGTON

BOOK 57 PAGE 461

County of Clark

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 25th day of September, 1980

Marion Z. Lamb and Dorothy A. Lamb

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

*C. D. Bucht*  
Notary Public in and for the State of Washington,  
residing at Camas

STATE OF WASHINGTON

County of Clark

On this 25th day of September, 1980

before me personally appeared

Irwin Jessen and Douglas M. Ray  
to me known to be the President and Secretary  
of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year in this certificate above written.

*C. D. Bucht*  
Notary Public in and for the State of Washington,  
residing at Camas

MAIL TO:

Washington State Bank

P.O. Box 127

Washougal, WA. 98671

MORTGAGE

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF VETTING, PLUS BY

*Marion Z. Lamb*

OF *Pioneer National Title Co.*

AT *Washougal, WA.*

ON *10/3/80*

WAS RECORDED IN BOOK *57*

OF *444* AT PAGE *444*

RECORDS OF SKAMANIA COUNTY, WASH.

*Pioneer*

COUNTY AUDITOR'S

*W. H. H. H.*

NOTARY

Pioneer National  
Title Insurance Company

DESCRIPTION  
SK-11888

## PARCEL "A"

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER LYING WESTERLY OF THE RIGHT-OF-WAY ACQUIRED BY THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 8; AND THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHWEST QUARTER; IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT A TRACT OF LAND DESCRIBED AS THE WESTERLY 223.7 FEET OF THE NORTH 208.7 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, GRANTED TO THE STATE OF WASHINGTON FOR THE CAPE HORN RADIO RELAY STATION BY DEED DATED MARCH 15, 1965 AND RECORDED APRIL 6, 1965, AT PAGE 114 OF BOOK "54" OF DEEDS, UNDER AUDITOR'S FILE NO. 64870, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

ALSO EXCEPT THAT PORTION DEDICATED TO SKAMANIA COUNTY DESCRIBED AS FOLLOWS: BEGINNING AT THE IRON PIN MARKING THE CENTER QUARTER CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 2° 08' 49" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER 82.14 FEET; THENCE SOUTH 89° 11' 41" WEST 100 FEET; THENCE NORTH 0° 48' 19" WEST 50 FEET; THENCE SOUTH 89° 11' 41" WEST 227.43 FEET; THENCE NORTH 2° 07' 25" EAST 40.06 FEET; THENCE WEST 89° 11' 41" EAST 185 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER; THENCE SOUTH 89° 38' 48" EAST 144.82 FEET TO THE POINT OF BEGINNING;

## PARCEL "B"

THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN AND

THE EAST 16 FEET OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SECTION 9 EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE STRUNK COUNTY ROAD.