

85409

BOOK 73 PAGE 913

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That Nolan A. Clement and Naomi T. Clement, husband and wife, hereinafter called grantor, for the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto SMALL BUSINESS ADMINISTRATION, an Agency of the United States of America, hereinafter called grantee, and unto grantee's successors and assigns, all of that certain real property with the tene-ments, hereditaments and appurtenances thereunto belonging to anywise appertaining, situated in the County of Skamania, State of Washington, described as follows to-wit:

Beginning at a point 542.2 feet South of a rock marking the intersection of the West line of the Shepard D. L. C., with the North line of Section 1, Township 2 North, Range 7 E. W. M., said point being the intersection of the West line of the said Shepard D. L. C. with the North line of Second Street in the Town of Stevenson; thence Westerly along the North line of Second Street 610 feet to the initial point of the tract hereby described; thence North 100 feet; thence East 63 feet; thence South 100 feet to the North line of Second Street; thence West 63 feet to the initial point; TOGETHER WITH an easement and right of way for joint use of the existing sidewalk constructed along the East line of the above described real property.

Grantor covenants that: This deed is absolute in effect and conveys fee simple title of the premises above described to grantee and does not operate as a mortgage, trust conveyance or security of any kind. Grantor is the owner of the premises, free of all encumbrances, except the mortgage executed in favor of grantee as assignee No. 80725, Mortgage Records of Skamania County, Washington, which mortgage was assigned to grantee by instrument dated July 13, 1976, recorded June 15, 1977, in Book 54, Page 319, Auditor's File No. 84228, said records, and except all reservations, easements, agreements and judgments of record.

The acceptance by grantee of this deed effects a release of the mortgage to grantee described above. It is understood and agreed that the net proceeds of the sale of this property will be applied to reduction of the balance due on the Promissory Note secured thereby. Grantor is not acting under any misapprehension as to the effect of this deed, nor under any duress, undue influence or misrepresentation of grantee, its agent or attorney or any other person.

To Have and to Hold the same unto the said grantee and grantee's successors and assigns forever.

The true and actual consideration paid for this transfer is as stated above.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 16th day of November, 1977.

No. 5244

TRANSACTION FEE \$1.00

Nolan A. Clement

Naomi T. Clement

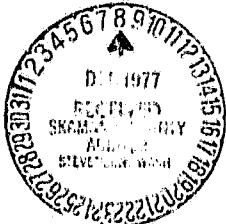
STATE OF OREGON

COUNTY OF Multnomah

Personally appeared the above named Nolan A. Clement and Naomi T. Clement and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public in and for the State of Oregon.
My Commission Expires: 10-25-81



E. H. H. H. H.

Small Business Administration
Federal Building
1329 S.W. Third Ave.
Portland, Oregon 97204