

SKAMANIA COUNTY, WASHINGTON

thence 1839 feet in a southerly direction following the gen. line of the bottom of the ravine to a point on the S. line of NW $\frac{1}{4}$ of above named section from which a fir snag 12" in diameter bears N 10° E. 15 feet distant marked "H.S." and a fir snag 24" in diameter bears W 20.2 ft. distant, marked "HS"; thence in a westerly direction along S line of said NW $\frac{1}{4}$ to the $\frac{1}{4}$ corner on the W line of said Sec. 19, noted as the point of beginning, containing 32 and 1/100 of an acre more or less.

All that part of Lots 2, 3, 4, 8, 9, 10, and the South half of Lot 7 and the West half of Lot 11 Seeley's Subdivision of the Southwest quarter of Section 19, Twp. 3 N. R. 10 E. W. M. lying on the northerly side of the road formerly known as State Highway No. 8 (now a county road).

All that part of East half of the East half of the Southeast quarter of the Southeast quarter of Section 24, Twp. 3 N. R. 9 E. W. M. lying on the northerly side of the road formerly known as State Highway No. 8 (now a county road).

EXCEPTING from the above described parcels a strip of land 300 feet in width over and across the Northwest quarter of Section 18, Twp. 3 N. R. 10 E. W. M. and access road easements over the property above described acquired by the United States of America for the Bonneville Transmission line.

ALSO subject to reservation by Skamania County, Washington, to construct highways through the North half of the Northeast quarter of section 19, Twp. 3 N. R. 10 E. W. M. contained in deed recorded at page 421, Volume "30" of Deeds, records of Skamania County, Washington, easement for pipe line granted to Jacob A. Haak et al recorded at page 72, Volume "V" of Deeds, and easements contained in deeds from Frank M. Seeley to E. M. Cummins recorded at pages 5461, 478, and 486 respectively Volume "L" of deeds and to W. F. Cash recorded at page 68, Volume M of Deeds, records of Skamania County, Washington.

Together with all water rights and pipe lines appurtenant thereto.

This conveyance is intended as a mortgage to secure the payment of Thirty-five thousand and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of three per cent per annum from date until May 17, 1948, and thereafter at the rate of four per cent per annum until paid, according to the terms and conditions one certain promissory note, bearing date May 17, 1946, made by the parties of the first part, payable on or before ten years after date to the order of the parties of the second part, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable according to the terms and conditions thereof, or in case of failure to pay taxes and assessments before delinquency, then the said parties of the second part, their heirs, executors, administrators, or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said parties of the second part, their heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum which the court may adjudge reasonable as attorney's fees to be taxed as part of the costs in such suit as well as all payments which said parties of the second part, their heirs, executors, administrators and assigns may be obliged to make for their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

The parties of the first part agree to keep the property insured in the sum of \$10,000.00 payable to the parties of the second part as their interest may appear.

In case of the foreclosure of this mortgage, the parties of the second part, their heirs, executors, administrators, or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

The parties of the first part agree to cultivate and care for the orchard upon said property in a husband-like manner and in accordance with the best practices followed by