

MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

132 REER, INC., TACOMA-2241

MORTGAGE RECORD Y

Given under my hand and official seal this 14th day of October, 1949.

(Notarial seal affixed)

Robert J. Salvesen
Notary Public for Washington
residing at Stevenson therein

Filed for record October 14, 1949 at 1-50 p.m. by R. J. Salvesen.

John C. Wickett
Skamania County Auditor

#39980

Eugene Phillips to Bank of Stevenson

REAL ESTATE MORTGAGE

The mortgagor, Eugene Phillips, a single man now and since acquiring title, hereinafter referred to as the mortgagor mortgages to the Bank of Stevenson, the following described real property situate in the county of Skamania, State of Washington:

Beginning at the southwest corner of Lot nine (9) of Normandy Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, thence N. 35° 15' W. 568 feet, thence N. 54° 45' E. 20 feet, thence N. 35° 15' W. 767 feet, thence S. 1590 feet to the northerly right of way of State Road No. 8 thence N. 54° 45' E. 930 feet to the place of beginning, except the following:

1. Beginning at the SW corner of the said Lot nine (9), thence N. 35° 15' W. 317.5 feet, thence S. 54° 45' W. 40 feet, thence N. 35° 15' W. 25 feet, thence N. 54° 45' E. 40 feet, thence N. 35° 15' W. 157.5 feet, thence S. 54° 45' W. 50 feet, thence N. 35° 15' W. 43.5 feet, thence N. 54° 45' E. 10 feet, thence N. 35° 15' W. 106.5 feet, thence S. 54° 45' W. 142 feet, thence S. 35° 15' E. 586 feet, thence N. 54° 45' E. 17 feet; thence S. 35° 15' E. 64 feet, thence N. 54° 45' E. 165 feet to the place of beginning.
2. Commencing at a point 219 feet S. 54° 45' W. from the SW corner of the said Lot nine (9), thence N. 35° 15' W. 64 feet, thence S. 54° 45' W. 91 feet, thence N. 35° 15' W. 50 feet, thence S. 54° 45' W. 35 feet, thence S. 35° 15' E. 114 feet, thence N. 54° 45' E. 126 feet to the place of beginning.
3. Commencing at a point S. 54° 45' W. 360 feet from the SW corner of the said Lot nine (9), thence N. 35° 15' W. 100 feet, thence S. 54° 45' W. 33 feet, thence N. 35° 15' W. 2 feet, thence S. 54° 45' W. 53 feet, thence S. 35° 15' E. 102 feet, thence N. 54° 45' E. 86 feet to the place of beginning.
4. Commencing at a point S. 54° 45' W. 468 feet from the SW corner of the said Lot nine (9), thence N. 35° 15' W. 50 feet, thence S. 54° 45' W. 25 feet, thence S. 35° 15' E. 50 feet, thence N. 54° 45' E. 25 feet, to the place of beginning.
5. Commencing at a point S. 54° 45' W. 530 feet from the SW corner of the said Lot nine (9), thence N. 35° 15' W. 50 feet, thence S. 54° 45' W. 60 feet, thence S. 35° 15' E. 50 feet, thence N. 54° 45' E. 60 feet to the place of beginning.
6. Public roads thereon.
7. The springs situate upon said premises from which water is now obtained for the use thereof and for the use of those tracts of land heretofore conveyed by J. R. Phillips and Bertha A. Phillips, husband and wife, together with easement for pipe line as may be necessary or proper to obtain and distribute water from said springs. The right hereby excepted and reserved being for the use of J. R. Phillips and Bertha A. Phillips, husband and wife, and their assigns and may be contracted for or conveyed for the benefit of real property heretofore conveyed by J. R. Phillips and Bertha A. Phillips, husband and wife, and for the use and benefit of the grantees aforesaid in accordance with the terms of any agreement contract, or commitment now existing or hereafter made with respect thereto.

Subject to easement for a pipe line conveyed to N. O. Anderson and flowage easement granted to the United States of America for backwater from the Bonneville Dam.

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 TWO THOUSAND EIGHT HUNDRED SEVENTY FIVE and no/100- - - - - dollars with interest from date until paid, according to the terms of one certain promissory note bearing even date herewith, the same being also secured by a chattel mortgage bearing even date herewith.

The mortgagor 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 incumbrances of every kind; that he will keep the property free from any incumbrances 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 thereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to

dated
BK 2
PG 124