THE MORTGAGORS, JAN C. KIELPINSKI and PENELOPE A. KIELPINSKI, husband and wife, mortgage to ROBERT K. LEICK, Trustee of the Brenda Babcock Trust, to secure the payment of the sum of FORTY-FOUR THOUSAND EIGHT HUNDRED SIXTY-THREE and 98/100 (\$44,863.98), according to the terms of that certain Promissory Note dated even date herewith, the following described real property situated in the County of Skamania, State of Washington:

Beginning at a point on the westerly line of Russell Street in the Town of Stevenson, which is North 34 deg. 30 min. West 31.2 feet from the northeast corner of Lot 1, Block 8 of the Town of Stevenson, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence South 34 deg. 30 min. East a distance of 33 feet; thence South 55 deg. 30 min. West 4 1/2 feet to the southeasterly corner of the brick and tile building known "Skamania County Abstract & Title Company Building"; thence on the same course along the southerly wall of said building a distance of 25 feet to the angle corner of the brick annex of said building; thence North 34 deg. 30 min. West along the westerly wall of the brick annex a distance of 3.5 feet; thence South 55 deg. 30 min. West a distance of 77.0 feet; thence North 34 deg. 30 min. West 29.5 feet; thence North 55 deg. 30 min. East a distance of 106.5 feet to the point of beginning.

Mortgagors covenant with mortgagee as follows: that mortgagors are lawfully seized of the property in fee simple and have good right to mortgage and convey it; that the property is free from all liens and encumbrances of every kind; that mortgagors will keep the property free for any encumbrances prior to this mortgage; that mortgagors will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt hereby secured before delinquency, and will immediately deliver proper receipts therefor to mortgagee; that mortgagors 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 and such other hazards and casualties as may be required by mortgagee at any time to the extent of the full insurable value up to at least the amount of the indebtedness secured hereby in a company acceptable to mortgagee and for mortgagee's benefit, and will deliver to mortgagee the policies, and renewals thereof.

> FILED FOR RECORD SKAMANIA GO, WASH BY Robert K. Leich

APR 22 11 53 AM '94

Published

AUDITOR

GARY M. OLSON

Mortgage - Page 1 of 3

Mortgagers shall not move or alter any of the structures on the mortgaged premises without consent of mortgagee; all improvements placed thereon shall become a part of the real property mortgaged herein.

Should mortgagors default in any of the foregoing covenants or agreements, then mortgagee may perform the same and pay any part or all of the principal and interest of any prior encumbrances or of insurance premiums or other charges secured hereby and may also make any payment deemed necessary for the protection, preservation, or recovery of the mortgaged property or mortgagors interest therein, and any amount so paid, with interest thereon at the highest legal rate from date of payment, shall be repayable by mortgagors 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 thereof. Mortgagee shall be the sole judge of the validity of any tax, assessment, or lien asserted against the property, and payment thereof by mortgagee shall establish the right to recover the amount so paid with interest.

TIME IS OF THE ESSENCE hereof, and if default is made in the payment of any of the sums hereby secured or in the performance of any of the covenants or agreements herein contained, the indebtedness hereby secured shall, at the election of 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 that mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof, mortgagors agree to pay a reasonable sum as attorney's fees and all 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.

Executed at Stevenson, Washington on 4-17, 1994

DAN C. KIELPINSKI

DENELODE A RIFLDINGEL

STATE OF WASHINGTON )

SS.

County of Skamania

I CERTIFY that I know or have satisfactory evidence that JAN C. KIELPINSKI and PENELOPE A. KIELPINSKI, are the persons who appeared before me, and said persons acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Whil

Shirley A. Little
NOTARY PUBLIC in and for the State of Washington, residing at Stevenson My Commission expires 8 - 17 - 95