

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Robert Link*

REAL ESTATE MORTGAGE

SEP 2 12 44 PM '94

O. Lowry
AUDITOR

GARY H. OLSON

The Mortgagors, the ESTATE OF R.M. HEGEWALD, Deceased, and HELEN B. HEGEWALD, individually, mortgage to HAZEL M. REHAL, a widow, to secure the payment of the sum of FIFTY-ONE THOUSAND NINETY-NINE and 62/100 DOLLARS (\$51,099.62), according to the terms of that certain promissory note bearing even date herewith, the following-described real estate, situate in the County of Skamania, State of Washington, together with all after-acquired title thereto:

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120475

Beginning at the intersection of the west line of the Robbins D.L.C. with the south line of Section 27, Township 3 North, Range 8 E.W.M.; thence north along the west line of the said Robbins D.L.C. 20 chains; thence east parallel to the south line of the said Section 27, 10 chains; thence south parallel to the west line of the said Robbins D.L.C. 20 chains to the south line of the said Section 27; thence west along the south line of the said Section 27, 10 chains to the point of beginning;

EXCEPT (1) the following described tract of land: Beginning at the intersection of the southeasterly line of the Berge Road with the east line of the tract first above described 474 feet south of the northeast corner thereof; thence south 264 feet; thence west 186 feet more or less to intersection with the southeasterly line of the said Berge Road; thence northeasterly along the Berge Road to intersection with the east line of the tract first above described;

EXCEPT (2) a tract of land conveyed to Emil A. Noble and Alyce Noble, husband and wife, by deed dated October 1, 1943, and recorded October 25, 1943, at page 584 of Book 29 of Deeds, records of Skamania County, Washington;

EXCEPT (3) a tract of land conveyed to Frank Wm. Birkenfeld and Spencer L. Garwood by deed dated April 30, 1951, and recorded May 28, 1951, at page 495 of Book 33 of Deeds;

EXCEPT (4) the following described tract of land: Beginning at a point 906.6 feet north and 660 feet east of the intersection of the west line of the Robbins D.L.C. and the south line of the said Section 27; thence north 29 degrees west 122.4 feet; thence north 36 degrees 37' east 99.3 feet; thence south 186.8 feet to the point of beginning;

EXCEPT (5) rights of way for public roads including that for the county road known and designated as the Berge Road and for State Highway No. 8 as presently located and established; and right of way for road 20 feet in width granted to Gunnar Johnson

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Registered	✓
Indexed, Dir	✓
Indirect	✓
Filed	
Mailed	

by deed dated December 22, 1936, and recorded December 22, 1936, at page 131 of Book Z of Deeds; and

EXCEPT (6) All that portion thereof lying within and southerly of the right of way acquired by the Spokane, Portland & Seattle Railway Company.

RESERVING unto the Grantor however, an easement over, across and under the above described property 15 feet in width along and including the existing water distribution line, together with all water rights possessed by the Grantor; said easement for the purpose of maintenance, operations and replacement of said system. The Grantee shall, however, have the right to take water in sufficient quantities for domestic purposes from the existing water supply.

The Mortgagors promise and agree to pay before delinquency, all taxes, special assessments and other public charges levied, assessed or charged against said described premises, and to keep all improvements on said described premises insured against loss or damage by fire for the benefit of the Mortgagee.

In case the Mortgagors shall fail to pay any installment of principal or interest secured hereby when due, or to keep or perform any covenant or agreement aforesaid, then the whole indebtedness hereby secured shall forthwith become due and payable, at the election of the Mortgagee, and if a foreclosure suit becomes necessary, there shall be included in the judgment a reasonable sum as attorney's fees, together with all sums paid by the Mortgagee or assigns on account of taxes, liens, assessments, title insurance charges, interest, and fire insurance.

Dated this 31st day of August, 1994.


ESTATE OF R.M. HEGEWALD, Deceased
by GARY R. HEGEWALD, Personal Representative


HELEN B. HEGEWALD, Individually

STATE OF WASHINGTON)

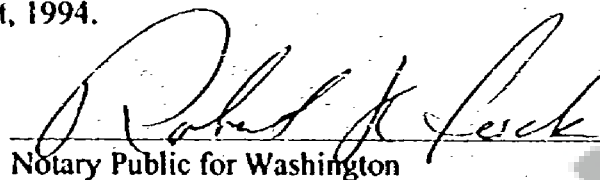
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County of Skamania)

SS

I certify that I know or have satisfactory evidence that GARY R. HEGEWALD, as Personal Representative of the Estate of R.M. Hegewald, deceased, and HELEN B. HEGEWALD, individually, were the persons who appeared before me, and said persons acknowledged that they signed the foregoing instrument and did so as their free and voluntary act on behalf of the Estate of R.M. Hegewald and of Helen B. Hegewald, individually, for the uses and purposes therein mentioned.

Dated this 31st day of August, 1994.



Notary Public for Washington
residing at Stevenson, therein.
Commission expires: 02-04-98.



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