Washington Mutual

FILEL FOR ALCORD SKANANIA CO, TILL Loan No. _01:989-608636-7 John II 21 AM 'SE O'SOWNY AND ITOR GARY H. OLSON SKAMANIA COUNTY TITLE COMPANY 20130 AFTER RECORDING, MAIL TO: WASHINGTON MUTUAL Loan Servicing P.O. Box 91006, SAS0304 Seattle, WA 98111 5ch 20130 [Space Above This Line For Recording Data] 125454 DEED OF TRUST BOOK 157 PAGE 653 THIS DEED OF TRUST ('Security instrument') is made on __Tune_3rd . The grantor is JOHN L PRICE and MELLISSA A CARLSON-PRICE, hausband and wrife ('Borrower'). The trustee is SKAMANIA COUNTY TITLE CO., a Washington Corporation ('Trustee'). The beneficiary is WASHINGTON MUTUAL BANK which is organized and existing under the laws of lizahington and whose address is 1201 THIRD AVENUE. SEATTLE, WA 98101 Borrower owes Lander the principal sum of SEVENTY-FTIVE THOUSAND & 00/160
Dollars (U.S. \$ 75,000,00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not peid earlier, due and payable on _Tuly 15E, 2016 This Security Instrument secures to Lander: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, autensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in SKAMANTA County, Washington: SEE ATTACHED EXHIBIT 'A' SKAMANIA act has the address of 821 INDIAN MARY ROAD 98648 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenences, and features now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is returned to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lewfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unancumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

WASHINGTON - Single Family - Famile Man/Freddie Blac UNIFORM INSTRUMENT

TO RE RECORDED

Loan #: 01-989-608636-7

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day mortify payments are due under the Note, until the Note is paid in full, a sum (Fundsh) for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a Fen on the Property; (b) yearly leaves hold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly food insurance premiums, if any; and (f) any sums payable by Borrower to Lender, if accordance with the provisions of paragraph 8, in fieu of the payment of mortgage insurance premiums. These items are called "Escrow kerms." Lender may, at any time, cotect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U S C. Section 260) et seq. (FIESPAT, unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow terms or otherwise in accordance with applicable law.

applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entry (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Rems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the secrow account, or verifying the Escrow Rems, unless Lender may not charge Borrower interact on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in Connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lendershall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to make up the deficiency. Borrower shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applicable or any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to

to principal due; and last, or any late charges due under the Note.

4. Charges; Liena. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may stain priority over this Security Instrument, and leasehold payments or ground certs, if arry. Borrower shall pay these obligations in this manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the Ien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the Ben; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Hazard or Property Insurance: Borrower shall keep the improvements now existing or hereefter erected on the Property insurance.

Borrower shall setisfy the tien or take one or more of the actions set form above within 10 days or the group or nonce.

5. Hazard or Property Insurance: Borrower shall keep the improvements now existing or hereefter erected on the Property insurance against loss by fire, hazards included within the term redended coverage and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with management 7. urance carrier providing

All insurance policies and renewels shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of peld premiums and renewal promptly by Borrower. Some shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically fessible and Lender's security is not lessened. If the restoration or repair is not economically fessible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, bender that the insurance carrier has offered to settle a claim, then Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when

Lender that the insurance carrier has cereive to serve a claus, until cereive has a claus, until cereive has been or restore the Property or to pity sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the morthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is could by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall present a Lander to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Occupancy, Proservation, Maintenance and Protection of the Property. Borrower's Lorin Application; Lesseholds. Borrower shall continue to occupy the Property as Borrower's principal residence or at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extrauting circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to determine or the Property of otherwise materially impair the Bion created by this Security Instrument or Lender's security interest. Borrower may cure such a default if any forteiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith determination, precludes forteiture of the Borrower's interest in the Property or other material impairment of the Bion created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or insecurate information or statements to Lender or shall comply with all the provisions of the lesse. If Borrower shall on the Property, the lessehold and the fee title shall not merg

acquires nee title to the Property, the leaseshold and the fee title shall not merge unless Lander agrees to the marger in writing.

7. Protection of Leases's Plagitie in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in beniruptcy, probate, for condemnation or forfeiture of to enforce laws or regulations), then Lender may do and pay for whatever is rescessery to protect the over this Perperty and Lender's rights in the Property. Lender's actions may include paying any sums secured by a fien which has priority Lender may take action under this peragraph 7, Lender does not have to do so.

Any amounts disbursed by Lander under this peragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agrees to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lander to Borrower requesting payment.

8. Mortaness Insertance: If Lander represent mathematics in the security instrument in the security instrument in the person of the property and payment.

United by payable, with interest, upon notice from Lander to Borrower requesting payment.

8. Martigage Insurance. If Lander required mortgage insurance as a condition of making the loan secured by this Security Instrumer Borrower shall pay the premiums required to maintain the mortgage insurance in effect. 2, for any reason, the mortgage insurance coverage required by Lander lapses or cases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent mortgage insurance coverage insurance previously in effect, and a sum equal to one-twelfth of the yearly mortgage insurance coverage is not available, Borrower when the pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or cased to be in effect. Lander will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for permiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends accordance with any written agreement between Borrower and Lender or applicable law. y Borrower when the

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• \$. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in fieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking unless Borrower and Lender otherwise agree in writing, the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the confiremon offers to make an award or some

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to noticet and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in wercising any right or remodel.

reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remody.

12. Successors and Assigns Bound; Joint and Several Liability; Co-eigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-eigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lendor and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loss Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be coffected in connection with the loan acceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by Celivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Properly Address or any other address. Lender designates by notice to Borrower to Lender shall be given by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Governing Law, Severability. This Security Instrument or the Note when the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note and of this Security Instrument.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the P

or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower: (a) pays (and contained in this Security Instrument, and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attempts, fees; and (d) takes such action as Lander may reasonably require to assure that the fien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of socieleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that comonthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelates sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should have a partial interest in the Note (together with this Security Instrument) may be one or more changes of the Loan Servicer' that comonthly payments are not servicer's the new Loan Servicer and the address to which payments should be noted to the change in accordance with paragraph and the notice will also contain any other information required by applicable law. ice with peragraph 14 in parments should be

28. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedicit actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as tosic or hazardous substances by Environme and the following substances: gasoline, kerosene, other flavanable or toxic petroleum products, toxic pesticides and herbicides, volume in the paragraph 20, "Environmental Law" me all laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. Sectoral Issue and In-

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Pemedine. Lender shall give notice to Berrower prior to acceleration following Borrower's hread agreement in this Security instrument (but not prior to acceleration under paragraph 17 taskes applicable law shortes). The notice shall specify; (e) the default; (b) the action required to care the default; (c) a date, not less than 30 days late the notice any result in acceleration of the same security by this Security Instrument and sale of the Property section at a date not less than 120 days in the fature. The notice shall further inform Borrower of the right to relieated after acceleration of a default or any other defense of Borrower to acceleration and crip other matters required to be included in the notice by applicable law. If the default is not cared on or before the date matters required to be included in the notice by applicable law. If the default is not cared on or before the date special cared at its option may require immediate payment in late of all some secured by this Security instrument while leaves and may inveite the power of sale and any other remedies permitted by applicable law. Lender at his option may require immediate payment in late of all some secured by this Security instrument while immediate payment in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys outs of title entires.

Page 3 of 4

TO BE RECORDED

BOOK 157 PAGE 656 on notice to Trustee of the occurrence of an expender shall fake such action regarding notice in may require. After the time required by approximately the second statement of the second statement of the second statement of the second se

reconvey the Property without warranty and Len persons shall pay any recordation costs.	der shall charge Borrower i release fee in an amoun	t allowed by applicable law. Such person or
duties conferred upon Trustee herein and by an	with applicable law, Lender may from time to time fithout conveyance of the Property, the successor tru plicable law.	stee shall succeed to all the title, power and
	of used principally for agricultural or farming purpose	
inetrument, the covenants and agreements of e	which such rider shall be incorporated into and shall lider(s) were a part of this Security Instrument.	ver and recorded together with this Security
ogreements of this Security Instrument as if the r	nech such noer shall be incorporated into and shall ider(s) were a part of this Security Instrument. [Chec	k applicable box(se)]
Acjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		
BY CICABAC OF OM D		
any rider(s) executed by Borrower and reco	ipts and agrees to the terms and covenants con	tained in this Security Instrument and in
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STATE OF WASHINGTON		
County ss:		
On this	Deens al	
Public in and for the State of Washington	y of	fore me the undersigned, a Notary
MELISSA A CARLSON-PRICE	duly commissioned and swom, personally appoint	eared JUHN L PRICE and
		lo to
the state of the s	going instrument, and acknowledged to me	to me known to be the jockvious(s)
his/he	their free and voluntary act and dead	for the uses and different thesis
724		A 1. 1
S 10 Will NESS my hand and official seel	affixed the day and year in this certificate above	written FAN M. Huge
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MicLonningson agains:	10 your	. Grage
	Notary Public in and for the State of Was	man myse Kalena ale
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Miller		4.
	OFFILED FOR STORY	•
TO TRUSTEE:	REQUEST FOR RECONVEYANCE	•
The undersigned is the holder of the	e note or notes secured by this Deed of Trust.	Cold nate as a second of the
other indebtedness secured by this Deed	of Trust, have been paid in full. You are hen	Swo note or noiss, together with all 80v directed to cancel said note or
under this Deed of Trust to the person or p	elivered hereby, and to reconvey, without warr bersons lensily and to reconvey, without warr	anty, all the estate now held by you
person of the pe	лязина жудану втятова въвсено.	
DATED:		
	WASHINGTON MUTUAL	BANK
	a corporation	
	By	
Mail recommends to		
Mail reconveyance to	<u> </u>	

EXHIBIT A

BOOK 157 PAGE 657

A tract of land located in Section 4, Township 1 North, Range 6 East of the Williamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of said Section 4; thence West along the North line of said Section 4 a distance of 1,500 feet to the true point of beginning of said tract; thence South along the East line of said tract a distance of 522.45 feet; thence South 73° 33' 00" West 250 feet; thence North 84° 18' 00" West 400 feet; thence North 86° 00' 00" West 345 feet, more or less, to the Westerly bank of a creek commonly known as indian Mary Creek; thence Southerly along said Westerly bank to the mean high water line of Franz Lake; thence Westerly along said high mater line to a point which is 1,700 feet West of the East line of said tract; thence North 300 feet, more or less, to the North line of said Section 4; thence East along the North line of said Section 4 a distance of 1,700 feet to the true point of beginning.

EXCEPT that portion lying North of the Southerly edge of the Burlington Northern Reliroad Right of Way.

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