

130491

BOOK 173 PAGE 304

FILED FOR RECORD  
SKANANIA COUNTY WASH  
BY KSDC

FEB 11 10 19 AM '98

*P. Lowry*  
AGENT

GARY H. OLSON

**AFTER RECORDING MAIL TO:**

Name Klickitat Skanania Development Council

Address P.O. Box 1580

City/State White Salmon, WA. 98672

**Mortgage**  
(STATUTORY FORM)

THE MORTGAGOR

David & Kelly Blackwell

mortgage to K.S.D.C.

to secure payment of the sum of

one thousand sevenhunderd eighty six 895/100

Dollars, (\$1786.95), according to the terms of

promissory note bearing

date, 2-10-98

County of Skanania, State of Washington

See Attached Description

*Tract 10 of Columbia River Estates  
full legal on page 2*

Assessor's Property Tax Parcel/Account Number(s):

02 06 23 2 0 0105 00

And the mortgagor \_\_\_\_\_ 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 in the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)

for the benefit of the mortgagee \_\_\_\_\_ and to deliver all policies and renewals to the mortgagee.

In case the mortgagor \_\_\_\_\_ 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.

Dated February 11, 19 98

*David D. Blackwell* (SEAL)

*Kelly Blackwell* (SEAL)

LPB-50 (11/96)

 **First American Title  
Insurance Company**

(this space for title company use only)

## EXHIBIT "A" BOOK 147 PAGE 194

A portion of Tract No. 10 of Columbia River Estates as more particularly shown on a survey thereof recorded at Page 364 of Book 3 of Miscellaneous Records under Auditor's File No. 75556, Records of Skamania County, Washington; said real property being a portion of the West half of the Northwest quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington; and more particularly described as follows:

Beginning at the Northwest corner of said Tract No. 10, said Northwest corner being North  $00^{\circ} 36' 09''$  East 1,595.43 feet and South  $89^{\circ} 23' 51''$  East 659.33 feet from the Southwest corner of said Northwest quarter of Section 23 as measured along the said West line of the Northwest quarter and at a right angle from said West line; thence South  $89^{\circ} 54' 00''$  East along the North line of said Tract No. 10, 300 feet; thence South  $00^{\circ} 36' 09''$  West 327.98 feet to the West line of said Tract No. 10; thence South  $37^{\circ} 54' 33''$  East 67.63 feet to a 50.37 foot radius curve to the right; thence along said 50.37 foot radius curve 21.94 feet to the true point of beginning thence continuing along said 50.37 foot radius curve 89.32 feet to a 112.85 foot radius curve to the left; thence along said 112.85 foot radius curve 238.58 feet; thence South  $32^{\circ} 28' 16''$  East 146.78 feet; thence South  $69^{\circ} 54' 00''$  East 348 feet, more or less, to the East line of the said West half of the Northwest quarter of Section 23; thence North along said East line 360 feet, more or less, to a point which bears South  $83^{\circ} 54' 00''$  East of the true point of beginning; thence North  $88^{\circ} 54' 09''$  West 251 feet, more or less, to the true point of beginning.

RESERVING TO THE GRANTOR an exclusive easement 10' in width running North and South over the Easterly portion thereof for the purpose of inspecting, maintaining, repairing, and installing a water line of a size and kind and at a location thereon of grantor's choice.

Seller does further convey an individual one-half of such interest seller may have in a spring and catch basin facility and right to the use and possession of said spring and water rights to be divided equally as water is available hereafter. Seller and purchasers agree that the maintenance, upkeep, repair and installation of refurbishing facilities shall be at the cost of purchasers until such time as seller may elect to make use of the water from said spring and thereafter the cost of any such repair, maintenance and refurbishing shall be borne equally by the parties and each to enjoy one-half of the available water therefrom.

①

BOOK 173 PAGE 306

STATE OF WASHINGTON. } ss  
County of Skamania

ACKNOWLEDGMENT - Individual

On this day personally appeared before me David and Kelly Blackwell

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of February 1978

PEGGY B. LOWRY  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 2-23-99

Peggy B. Lowry  
Notary Public in and for the State of Washington,  
residing at Caron 2/23/99

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON. } ss  
County of \_\_\_\_\_

ACKNOWLEDGMENT - Corporate

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

WA-46A (11/76)

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_