

REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That DAVID N. CAVANAGH and CATHERINE E. CAVANAGH, husband & wife, hereinafter referred to as "Mortgagor" does by this instrument mortgage unto THELMA E. FANNING, a widow, hereinafter referred to as "Mortgagee", the following described real property situated in Skamania County, State of Washington, to-wit:

The South one-half (1/2) of the Southeast Quarter (1/4) of Section 28, Township 2 North, Range 5 East of the Willamette Meridian.
TOGETHER WITH an easement for roadway access to and from said property and for utility purposes over a strip of land 60 feet in width which commences at the existing private roadway on the North line of the County Road in the Northwest Quarter of the Northwest Quarter of Section 34, said township and range, and continuing Northerly along said existing roadway and the extension of the same following the terrain along the Westerly portion of the Northwest Quarter of the Northwest Quarter of said Section 34, the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 27, said township and range, to the Easterly line of the property hereinabove conveyed.
SUBJECT ALSO TO water rights and easements, including the water right of Grantor herein, as now appearing of record.

This mortgage is given to secure the performance of the covenants herein contained and the payment of the sum of THREE THOUSAND SIX HUNDRED and No/100 Dollars (\$3,600.00), plus interest, according to the terms of one certain promissory note executed by Mortgagor to Mortgagee bearing even date herewith, and secures any extensions or renewals of the same.

The Mortgagor covenants that he is lawfully seized of the property above described in fee simple, and that Mortgagor has the lawful right to mortgage the same as herein provided; that the real property herein described is free of all liens or encumbrances except as may be described above; that Mortgagor will seasonably pay all taxes and municipal or other governmental assessments of every kind and nature hereafter levied on the property during the term of this mortgage; that Mortgagor will use or occupy the property in a lawful manner, will permit or suffer no waste of the same, and will maintain the property and its improvements, if any, in a good state of repair, and Mortgagor covenants in all things concerning the mortgaged premises to manage and protect the same so as to preserve rather than to diminish the Mortgagee's security interest therein. In event Mortgagor shall fail to seasonably pay the several sums hereinabove mentioned, or shall otherwise fail or neglect to perform the covenants of this mortgage, then Mortgagee may, at his election, pay any such sums or otherwise perform said covenants,

and any sums so paid or incurred by Mortgagee thereby shall be forth-
with repayable by Mortgagor on demand, and any such sums shall like-
wise be secured by the lien of this mortgage.

Time is of the essence of this mortgage. If Mortgagor shall default in the payment of the sums secured hereby, or shall fail or neglect to perform the several terms and conditions of this mortgage, then all sums secured hereby shall become immediately due and payable at the option of Mortgagee, and the Mortgagee, at his election, may proceed to foreclose this mortgage as provided by law. In event of any such foreclosure action, or in event Mortgagee shall become obligated to institute or defend any suit or action to protect the priority and lien of this mortgage, or to preserve the mortgaged premises, then Mortgagor covenants to pay such sum as the court shall adjudge reasonable as attorney fees in said suit, together with the costs of any such action and the necessary expense of searching public records concerning the mortgaged premises.

ADDITIONAL COVENANTS:



IN WITNESS WHEREOF, the Mortgagor has executed this instru-
ment this 6th day of May, 1975.

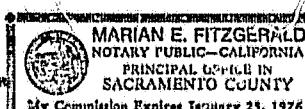
David N. Cavanagh
David N. Cavanagh

Catherine E. Cavanagh
Catherine E. Cavanagh

CALIFORNIA
STATE OF ~~WASHINGTON~~)
County of ~~SACRAMENTO~~) ss.

On this day personally appeared before me DAVID N. CAVANAGH and CATHERINE E. CAVANAGH, to me known to be the individuals 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 6th day of MAY, 1975.



Marian E. Fitzgerald
Notary Public in and for the State
of ~~WASHINGTON~~, residing at ~~SACRAMENTO~~
California

JEFFERSON D. MILLER
ATTORNEY AT LAW
307 N.E. 4TH AVE.
CANAS, WASHINGTON 99004

My Commission Expires January 25, 1976

My commission expires: 1/25/76