

REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That ROGER MALFAIT and LORETTA MALFAIT, husband and wife, hereinafter referred to as "Mortgagor" does by this instrument mortgage unto CLARA ADA DERREY, Executrix of the estate of Carl R. Huckins, deceased, hereinafter referred to as "Mortgagee", the following described real property situated in Skamania County, State of Washington, to-wit:

That portion of the Northeast Quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at a point on the North line of said Section 31, 78 rods West of the Northeast corner of said Section; thence South 77-1/2 rods, more or less, to the South line of a private road; thence West along the South line of said road 82 rods, more or less, to the West line of the Northeast Quarter of said Section; thence North along the West line of said Quarter Section to the Quarter post on the North line of said Section; thence East along the North line of said Quarter Section 82 rods to the point of beginning, containing approximately 40 acres.

SUBJECT TO the easement for the use of said private roadway as reserved by seller and as granted to Kenneth L. and Clara Ada Derrey, husband and wife.



This mortgage is given to secure the performance of the covenants herein contained and the payment of the sum of SIXTEEN THOUSAND FIVE HUNDRED & NO/100 (\$16,500.00), 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 forthwith repayable by Mortgagor on demand, and any such sums shall likewise 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:

Purchaser further covenants to use the premises in a lawful manner, to commit or suffer no waste thereof and to cut no merchantable timber on the property except with Seller's prior consent.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument this 29th day of Dec, 1972.

Roger Malfait
Roger Malfait

Loretta Malfait
Loretta Malfait

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me ROGER MALFAIT and LORETTA MALFAIT, 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 29 day of Dec

[Signature]
Notary Public in and for the State of Washington, residing at Camas.

JEFFERSON D. MILLER
ATTORNEY AT LAW
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