MANAGE IN

## REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That DENNIS R. SMITH and RAREN L. SMITH, husband and wife hereinafter referred to as "Hortgagor" does by this instrument mortgage unto THELMA E. FANNING, hereinafte: referred to as "Mortgagee", the following described real property situated in Skamania County, State of Washington, towit:

SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION OF THE PROPERTY ENCUMBERED HEREIN.



This mortgage is given to secure the performance of the coverants herein contained and the payment of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 2,500.00 ), plus interest, according to the terms of one certain promissory note executed by Mortgagor to Mortgage bearing even date herewith, and secures any extensions or renowals 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 werein 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 mortgaga; that Mortgagor will use or occupy the property in a lawful manner, will persent 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 Mortgagor'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 Mortgagor 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 inil or neglect to perform the several terms and conditions of this mortgage, then all sums secured hereby shall become immediately durand 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: NONE

Dennis R. Smith

Karen L. Smith

STATE OF WASHINGTON )

55.

County of Clark

On this day personally appeared before me DENNIS R. SMINA... and KAREN L. SMITH, 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.

March GIVEN under my hand and official seal this 2th day of.

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

JEPPERSON D. MILER ATTORNEY AT LAW SEEN E. STHAVE CAMES WASHINGTON SESSOY

-2-

Times portions of the Mortive's quarter of the Mortis west quarter of Section 34, forming 2 Mortis, Rance : Base of the Willarette Meridian, as follows:

District 1:

BEGINNING at the Southwest corner of the Northwest charter of the Northwest quarter of said Section is thence North 0.40.49° West along the East line of said northwest quarter of the Northwest cuarter of December 14, 454.76 feet; thence South 77.12.20° West 51.40 feet us a joint on the South edge of a 60 foot wase drivery; thence continuing Bouch 77.12.20° West along the South 65 foot wise drivery 753.95 feet; thence continuing South 77.12.20° West along the South 65 foot wise drivery 753.95 feet; thence continuing South 77.12.20° West 15.77 feet; thence around the outside of a 5 foot cul-e-sac 187.27 and which is to the left of the cord which bears bottomas 18.316° Vest 55.50 less and the true point of which said 18.316° Vest 55.50 less and the true point of which said 18.316° Vest 55.50 less and the true point of which said 18.316° Vest 55.50 less and the true point of which said 18.316° Vest 55.50 less and the true point of which said 18.316° Vest 55.50 less and the true point of which said 18.316° Vest 55.50 less and the true point of which said 18.316° Vest 55.50 less thanks said the true point of which said 18.316° Vest 55.50 less thanks said 18.316° Vest 55.316° Vest

And the second second second

Actual over the control of the contr

EXHIBIT "A"