

KNOW ALL MEN BY THESE PRESENTS: That JAMES J. FENLON and JANICE D. FENLON, husband and wife, hereinafter referred to as "Mortgagor" does by this instrument mortgage unto ROGER MALFAIT AND LORETTA L. MALFAIT, husband and wife, hereinafter referred to as "Mortgagee", the following described real property situated in Skamania County, State of Washington, to-wit:

SUBJECT TO easements, restrictions and reservations of record.

The above described real property is not being used primarily for agricultural or farming land.



This mortgage is given to secure the performance of the covenants herein contained and the payment of the sum of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00), 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 has lawfully seized of the property above described in fee simple, that Mortgagor has the lawful right to mortgage the same as herein provided; that the real property herein described is free of all liens and 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: NONE

IN WITNESS WHEREOF, the Mortgagor has executed this instrument this 30 day of June, 1978.

James J. Fenlon  
James J. Fenlon

Janice D. Fenlon  
Janice D. Fenlon

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

On this day personally appeared before me JAMES J. FENLON and JANICE D. FENLON 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 30 day of June, 1978.

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