

**Pioneer National
Title Insurance Company**

WASHINGTON TITLE DIVISION

MORTGAGE

SK-11809
1-5-6-D-600

THE MORTGAGORS, Robert A. Birt and Gigi Birt, husband and wife,

hereinafter referred to as the mortgagor, mortgages to Roger Malfait and Loretta Malfait, husband and wife,
the following described real property situate in the County of Skamania, State of Washington:

The South 264 feet of the West half of the West half of the Southwest quarter of the Southeast quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian,
Except that portion deeded to Skamania County for county road No. 1004, designated as the Belle Center Road, recorded in Book 66 of Deeds, page 353, records of Skamania County, Washington.
Subject to an easement and right of way for electric transmission line purposes as now appearing of record in favor of Northwestern Electric Company.



together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, heating, roofing, ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of
Ten Thousand Dollars ----- 10/100 Dollars
with interest from date until paid, according to the terms of that certain promissory note bearing even date herewith.

The mortgagor covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it; that the property is free from all liens and encumbrances of every kind; that he will keep the property free from any encumbrances prior to this mortgage; that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt hereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgagee; that he will not permit waste of the property; that he will keep all buildings now or hereafter placed on the property in good order and repair and uncasingly insured against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit, and will deliver to mortgagee the policies, and renewal thereof at least five days before expiration of the old policies.

Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part or all of principal and interest of any prior encumbrance or of insurance premiums or other charges secured hereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgagor on demand, and shall also be secured by this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof. The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured, or in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

Dated at Camas Wn,

this 24 Day of January, 1980

[Signature] (SEAL)

[Signature] (SEAL)

STATE OF WASHINGTON

County of Clark

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this day of 24 day of January Robert A. Birt and Gigi Birt personally appeared before me

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



Given under my hand and official seal the day and year in this certificate above written.

Howard L. Loefer
Notary Public in and for the State of Washington
residing at Camas

STATE OF WASHINGTON

County of

On this day of

and before me personally appeared and of the corporation that executed the foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year in this certificate above written.

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

MAIL TO:

RECORDED	INDEXED
FILED	FILED
CLERK	CLERK
NOTARY	NOTARY
FILED	FILED

90235

MORTGAGE

TO

EXHIBIT CERTIFY THAT THIS WITHIN

Alta Co. Title Co
Insurance Co
3.00 1-25-80
57
31
SP-1000
E. Mayfield

Pioneer National
Title Insurance Company