

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

71950

REAL ESTATE MORTGAGE FOR WASHINGTON
(DIRECT LOAN)

KNOW ALL MEN BY THESE PRESENTS, Dated March 16, 1970

WHEREAS the undersigned GRACE L. MILLER, also known as GRACE LEE MILLER, a single woman,

residing in Skamania County, Washington, whose post office

address is Route 1, Box 212, Underwood, Washington 98651

hereinafter called Borrower, are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, hereinafter called the Government, as evidenced by one or more certain promissory note(s) or assumption agreement(s), hereinafter called note(s) executed by Borrower and payable to the Government, containing covenants and agreements of Borrower in addition to promise(s) to pay money, and authorizing optional acceleration of the entire indebtedness upon Borrower's breach of any covenant or agreement, said note(s) being described as follows:

DATE OF INSTRUMENT	PRINCIPAL AMOUNT	ANNUAL RATE OF INTEREST	DUE DATE OF FINAL INSTALLMENT
March 16, 1970	\$1,000.00	5%	March 16, 1980
November 25, 1964	\$6,920.00	5%	November 25, 2004

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof and of any advances made hereunder and any renewals and extensions of any debt secured hereby, all with interest, and to secure the performance of every covenant and agreement of Borrower contained herein, in said note(s), or in any supplementary agreement, Borrower does hereby mortgage and assign, with general warranty, unto the Government the following-described property situated in the

State of Washington, County(ies) of Skamania

A tract of land located in the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) and in the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 20, Township 3 North, Range 10 E.W.M., described as follows: Beginning at the southeast corner of the West Half of the Northeast Quarter of the Southwest Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of the said Section 20; thence west along the south line of the W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ to intersection with the center line of the county road known and designated as the Collins-Knapp Road; thence in a westerly direction following the center line of said road to intersection with the west line of the said Section 20; thence in a northeasterly direction following the center line of said road to intersection with the east line of the W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of the said Section 20; thence south along the east line of the W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and along the east line of the W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the point of beginning.

- SUBJECT TO:
1. Easements and rights of way of record.
 2. Mortgage to the Government recorded under Auditor's file No. 64272.

This mortgage is also given to further secure the obligations secured by hereinbefore described mortgage to the Government, which mortgage shall remain in full force and effect.

together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereto, and all payments at any time payable by or for the property by virtue of any sale, lease, transfer or conveyance of any part thereof or interest therein, including but not limited to payments for property taken by eminent domain--all of which are hereinafter called said property;

TO HAVE AND TO HOLD said property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns **WARRANTS THE TITLE** to said property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, **AGREES TO PAY** when due the indebtedness hereby secured and, so long as any such indebtedness remains unpaid, **COVENANTS AND AGREES TO:**

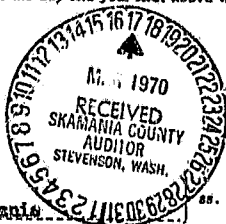
- (1) pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against said property and promptly deliver to the Government without demand receipts evidencing such payments;
- (2) keep said property insured as required by and under policies approved by, delivered to, and retained by the Government;
- (3) maintain improvements in good repair and make repairs required by the Government; operate said property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not abandon said property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes;
- (4) If this instrument secures a "Farm Ownership" loan as identified in Farmers Home Administration regulations, personally operate said property with his own and his family labor as a farm and for no other purpose, and not lease said property or any part of it, unless the Government consents in writing to another method of operation or to a lease;
- (5) comply with all laws, ordinances, and regulations affecting said property;
- (6) pay or reimburse the Government for expenses reasonably necessary or incidental to protection of the lien and priority hereof and to enforcement of or compliance with the provisions hereof and of any instrument secured hereby (whether before or after default), including but not limited to costs of evidence of title to and survey of said property, costs of recording this and other instruments, attorneys' fees, trustees' commissions, court costs, and expenses of advertising, selling, and conveying said property;

AND THAT:

- (7) any amounts required herein to be paid by Borrower may, if not paid when due, be paid by the Government and thereupon shall be secured hereby, bear interest at the rate borne by said note if only one is described, or, if more than one is described above and secured hereby, at the rate borne by the one selected by the Government in its sole discretion, and be immediately due and payable by Borrower to the Government, without demand, at the place designated in the note;
- (8) neither said property nor any portion hereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government;
- (9) at all reasonable times the Government and its agents may inspect said property to ascertain whether the requirements hereof are being met;
- (10) the Government may extend and defer the maturity of and renew and reamortize any debts secured hereby, release from liability any party liable thereon and release portions of said property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability of Borrower or any other party for payment of said debts;
- (11) default hereunder shall constitute default under any other real estate or crop or chattel security instrument held by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder;
- (12) **SHOULD BORROWER**, or any one of the persons hereon called Borrower, **DEFAULT** in payment of any debt or performance of any covenant or agreement hereby secured or herein contained, or die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government at its option, with or without notice, may: (a) declare all debts hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate and rent said property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for said property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided by law or herein, and (e) enforce any and all other remedies provided herein or by present or future law;
- (13) at foreclosure or other sale of all or any part of said property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government in the order prescribed in paragraph (14);
- (14) the proceeds of foreclosure sale, after being applied to the payment of costs and expenses incident to enforcing or complying with the provisions hereof, any prior liens required by law or a competent court to be so paid, and all indebtedness secured hereby, shall be applied in the following order to the payment of: (a) inferior liens of record required by law or a competent court to be so paid, (b) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (c) any balance to Borrower;
- (15) as against the indebtedness hereby secured, with respect to said property, and to the extent permitted by law, Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, redemption, and exemption to which Borrower is or becomes entitled under his laws and constitution of the jurisdiction where said property lies, and also the right of possession of said property during the period of redemption;
- (16) this instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof;
- (17) notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, Washington, 25801, and in the case of Borrower to him at his post office address stated above.

WITNESS the hand(s) of Borrower the day and year first above written.

BOOK 48 PAGE 421



Grace L. Miller
Grace L. Miller

STATE OF WASHINGTON,

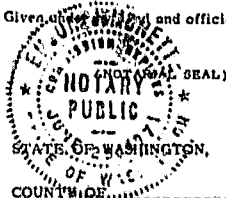
COUNTY OF Skamania

ACKNOWLEDGMENT

On this day personally appeared before me the within-named GRACE L. MILLER, a single woman
to me known to be the individual(s) described

in and who executed the within and foregoing instrument and acknowledged that she signed the name as her
free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of March, 1970.



E. J. Monnette
Notary Public in and for the State of Washington,

Residing at Lancaster

AFFIDAVIT OF GOOD FAITH

Each of the undersigned makes solemn oath and says: That he is the Borrower named in the foregoing mortgage; that said mortgage is made in good faith; that the said claim is just and unpaid; and that the foregoing mortgage is given to secure the same without any design to hinder, delay, or defraud creditors.

Borrower

Borrower

Subscribed and sworn to before me this _____ day of _____, 19____.

STATE OF WASHINGTON
COUNTY OF Skamania

71950

Notary Public in and for the State of Washington,

Residing at _____

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT, IN WRITING, FILED BY

E. J. Monnette

OF Stevenson, Wash.

AT 5:50 A.M. Mar 17 1970

WAS RECORDED IN BOOK 48

OF 1079 AT PAGE 421

RECORDS OF SKAMANIA COUNTY, WASH.

E. J. Monnette

COUNTY AUDITOR

BY E. Monnette

GPO 525-910

REGISTERED	<u>E</u>
INDEXED: DIR.	<u>E</u>
INDIRECT:	<u>E</u>
RECORDED:	<u>E</u>
COMPARED	
MAILED	