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Position 6

BOOK 47 PAGE 5-25

USDA-FHA
Form FHA 427-1 WA
(Rev. 7-14-71)

REAL ESTATE MORTGAGE FOR WASHINGTON
(INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated February 18, 1972.

WHEREAS, the undersigned LARRY Z. MARCZYNSKI and ANNE ETE D. MARCZYNSKI,
husband and wife,

residing in Skamania County, Washington whose post office address

is P. O. Box 1018, White Salmon Washington 98672.

is herein called "Borrower," are (a) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein will be construed as referring to each note singly or all notes collectively, as the context may require); said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Payment
2-18-72	\$16,280.00	7 1/2%	2-16-2005

and WHEREAS, the note evidences a loan to Borrower in the principal amount specified thereof, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1951, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of all amounts payable to the insured lender in connection with the loan; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the payment on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and "predic" against Borrower and any others in connection with the loan evidenced thereby, as well as a w benefit of this instrument and will accrue the benefits of such insurance in lieu thereof, and upon the Government's request will assign them to the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under it. Advance endorsement by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loans; and (a) at all times when the note is held by the Government or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge; (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower; and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government the following property situated in the State of

Washington, County (Name) of Skamania

A tract of land located in the Southwest Quarter of the Northwest Quarter (SW₁NW₁) of Section 22, Township 3 North, Range 10 E.W.M., described as follows: Beginning at the northeast corner of the SW₁ of the NW₁ of the said Section 22; thence along the north line of said subdivision west 387 feet to the initial point of the tract hereby described; thence along the north line of said subdivision west 200 feet; thence south 160 feet; thence east 200 feet; thence north 120 feet to the initial point.

SUBJECT TO: Easements and rights of way of record.

The borrower and the government agrees that any ranges, refrigerators, clothes dryer, clothes washer, or carpeting purchased or financed in whole or in part, with loan funds will be considered and construed as part of the property covered by the mortgage.

Official
Scribble

together with all rights, interests, easements, hereditaments, appurtenances thereto belonging, now existing, issues, and profits the said land or estate and in any buildings, improvements and personal property now or later situated thereon or reasonable necessary to the same. Other rights, including, but not limited to, ranges, refrigerators, or carpeting purchased or financed as whole or in part, with loan funds, water rights, and water rights pertaining thereto, and all payments times and amounts to secure the same, and all other rights, titles, interests, and franchises, now existing or arising out of or issued or granted with respect to the same.

TO HAVE AND TO HOLD the property and the income and its products, and in full discharge of the obligations of the BORROWER to the GOVERNMENT, his heirs, executors, administrators, successors and assigns, WARRANTS THE TITLE to the BORROWER to the GOVERNMENT against all legal claims, demands, assessments, costs and expenses, assignments, transfers, or conveyances, or otherwise to enable him to Covenants and Agreements as follows:

(1) To pay promptly when due any indebtedness to the Government, money secured and to indemnify and save harmless the Government against all laws under its name in payment of the amount of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collective agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of an annual charge, may be paid by the Government to the holder of the note as provided in the insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be called by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the rate from the date on which the amount of advance was due to the date of payment by the Government.

(4) Whether or not the note is accepted by the Government, the Government may at any time pay any other amount, if any, herein to be paid by Borrower and not paid by him when due, as well as any costs and expense, for the protection, protection, or enforcement of the note or advances for the account of Borrower. All such advances will bear interest at the rate borne by the note which has the greater interest rate.

(5) All advances by the Government on Schedule 1 in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured thereby. No such advance by the Government shall relieve Borrower from责任 of his covenant to pay. Such advance, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(2) This instrument shall be subject to the general regulations of the Farmers Home Administration, and to its local regulations not inconsistent with the express provisions hereof.

(22) Notices given hereafter shall be sent by certified mail unless otherwise required by law, addressed, unless and until otherwise directed, to the Farmers Home Administration, United States Department of Agriculture, Washington, D.C., and in the case of Borrower to him at his post office address stated above.

WITNESS the hand(s) of Larry Z. Marczyński the day and year first above written.

Larry Z. Marczyński

Annette D. Marczyński

STATE OF WASHINGTON

COUNTY OF KOMO

ACKNOWLEDGMENT

LARRY Z. MARCZYŃSKI and

On this day personally appeared before me the within named,
ANNETTE D. MARCZYŃSKI,
to me known to be the individual(s) described
in and who executed the within and foregoing instrument and acknowledge that they signed the same as their
free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this

day of July, 1948.

Notary Public to and for the State of Washington,

NOTARIAL SEAL