

REAL ESTATE MORTGAGE FOR WASHINGTON
(INSURED LOAN TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated November 9, 1972

WHEREAS, the undersigned HENRY W. THROW, SR. and DOLORES M. THROW,
husband and wife,

residing in Skamania County, Washington whose post office address

is P.O. Box 52, North Bonneville, Washington 99639

herein called "Borrower," are (is) 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 shall 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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Payment</u>
11-9-72	\$18,000.00	7 1/2%	11-9-2005

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, 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 1961, 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 payments 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 remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note 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 its insurance endorsement by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s) and (s) 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(ies) of Skamania

A tract of land located in Baughman D.L.C. in section 2, township 2 north, range 7 E.W.M., more particularly described as follows:
Beginning at the southwest corner of Lot 8 in section 1, township 2 north, range 7 E.W.M.; thence south along the section line between sections 1 and 2, said township and range, 334.67 feet and thence south 77°25' west 691.56 feet to the initial point of the tract hereby described; thence south 46°00' west 424.5 feet, to intersection with the division line between the northeasterly and southwesterly halves of the Baughman D.L.C.; thence north 64°10' west 413.0 feet, more or less, along the said division line to intersection with the westerly line of the said D.L.C.; thence north 00°01' west along said division line 526.94 feet to the northerly bank of Foster Creek; thence in an easterly direction along the northerly bank of Foster Creek to a point north 29°31' west of the initial point; thence south 29°31' east 523.7 feet to the initial point; EXCEPT that portion thereof lying southwesterly of County Road No. 2027 designated as the Foster Creek Road.

SUBJECT: Easements and rights of way of record.

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

NOTIFICATION COPY

- together with all rights, interests, easements, liens, claims, demands, charges, taxes, duties, royalties, and profits thereon and every one and income therefrom, and the power to sell, lease, convey, and otherwise dispose of the same, together with the right to sue, defend, compromise, settle, and otherwise protect the same, and the power to execute any documents necessary for the foregoing.
- TO HAVE AND TO HOLD** the above described premises, together with the rights and interests therein, unto the Government of the United States of America, its successors and assigns, for the use and benefit of the Farmers Home Administration.
- (1) To pay to the Government such fees and charges as may be required by regulations of the Farmers Home Administration.
- (2) To pay to the Government such fees and charges as may be required by regulations of the Farmers Home Administration.
- (3) At all times when the note is held by or on behalf of the Government, the amount of any annual charges may be paid by Borrower to the Government or to any agent thereof under the terms of the note, and such charges, when not paid by the Borrower, may be credited to the principal of the note, and the Government or its agent may, at its option, terminate the note at any time when such charges have not been paid.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any amounts required herein to be paid by Borrower and not paid by him when due, as well as any claims and expenses for the preservation, protection, or enforcement of this lien, as advances for the amount of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the coupon notes and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay such advances, with interest, shall be repaid from the first available collections received from Borrower. Likewise, 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.

- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the 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 to abandon the 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.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to: costs of evidence of title and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant covenants, partial releases, subordinations, and satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower be or be declared an insolvent, 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 the entire amount unpaid under the note and any indebtedness to the Government 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 or rent the 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 the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.
- (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the 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 above.
- (19) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.
- (20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(21) 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.

(22) Notices given hereunder shall be sent by certified mail unless otherwise required by law, addressed, unless and 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, at Wenatchee, Washington 98801, 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.

Henry W. Throw, Sr.
Henry W. Throw, Sr.

Dolores N. Throw
Dolores N. Throw

STATE OF WASHINGTON

COUNTY OF Skamania KLUCKITAT

ACKNOWLEDGMENT

On this day personally appeared before me the within-named

Henry W. Throw, Sr. and Dolores N. Throw

to me known to be the individual(s) 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

17th day of *November*, *1954*

(NOTARIAL SEAL)

Sally M. White
Notary Public in and for the State of Washington.

Residing at *Wenatchee, WA*

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN MENTIONED DEED WAS FILED BY *Sally M. White*

ON *17th* DAY OF *November* 1954

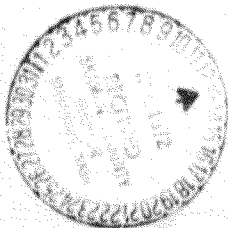
AT *Wenatchee, WA*

AS RECORDED IN BOOK *27*

OF *77* AT *Wenatchee*

REGISTRY OF SKAMANIA COUNTY, WASH.

Sally M. White
Notary Public



REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
INITIAL	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>