

USDA-FHA  
Form FHA 427-1 WA  
(Rev. 7-1-73)

## REAL ESTATE MORTGAGE FOR WASHINGTON

AND ALL MEN BY THESE PRESENTS, Dated December 20, 1973

WHEREAS, the undersigned JOHN T. COOK and DONITA G. COOK,  
husband and wife,

residing in Skamania County, Washington whose post office address

## General Delivery, Carson

Washington 98610

herein called "Borrower," are (a) jointly 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 notes or assumption agreements, 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, not being further described as follows:

Date of Disbursement	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
12-20-73	\$18,100.00	7-3/4%	12-20-2006

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949.

And if in the progress 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 holder, this instrument shall not secure payment of the note or attach to the debt it secures thereby, because of the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

Now, THEREFORE, in consideration of the premises 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 a premium or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement to indemnify and hold harmless the Government against loss under its insurance contract 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 disbursements made by the Government, with interest, as aforesaid described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Premises duly hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government the following property situated in the State of

Washington, County, City of Skamania

Lot 21 of CARMEL VALLEY PARK according to the official plat thereof on file and record at page 148 of Book A of Plats.

PLAT OF: Instruments and rights of way of record.

profits therefrom and revenues by. Except therefore, all improvements and expenditures necessary for the benefit of the song, trees, game reasonably necessary to the use thereof, including, but not limited to, range, refrigeration, clothes washer, clothes dryer, or carpeting purchased or furnished in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Government by virtue of any tax, fees, transfers, assessments, or contributions of any part thereof or interest therein, all of which are herein called "the property".

**TO HAVE AND TO HOLD** the 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 the property to the Government against all lawful claims and demands whatsoever except my heirs, executors, successors, administrators, reservations, or conveyances specified hereinafter, and **Covenants and Assumes** as follows:

(1) To pay promptly when due any indebtedness to the Government hereby accrued and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection 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) If required by the Government, to make additional monthly payment of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is incurred by the Government, the Government may at any time pay any or all amounts required protection, or enforcement of this lien, as advances for the account 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 by 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 hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. 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.

BOOK 50 PAGE 899

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payment.

(8) To keep the property incurred 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 thereof 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 to 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 holder shall have any right, title or interest in or to the property 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 secure, hereby, release from liability to the Government any party co 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 thereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness as 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 die or be declared 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 the entire amount unpaid under the note and any indebtedness to the Government hereby accrued 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 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 paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens or record required by law or a competent court to be paid; (e) at the Government's option, any other indebtedness of Borrower owing to or incurred 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 incurred by the Government, in the order prescribed above.

(19) In respect of the debt evidenced by the note and any indebtedness to the Government hereby accrued, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, interests or claimants, of descent, dower, curtesy, homestead, valuation, appraisal, and exceptions, 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 (hereby called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a loan rider slip, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion or national origin, and (b) Borrower recognizes an illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling 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 all 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, and mailed 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.
- (23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

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

*John T. Cook*  
John T. Cook

*Donita G. Cook*  
Donita G. Cook

STATE OF WASHINGTON

COUNTY OF Skamania

ACKNOWLEDGMENT

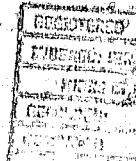
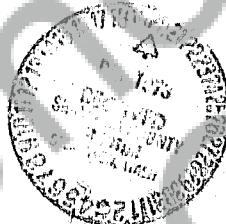
On this day personally appeared before me the within-named  
 John T. Cook and Donita G. Cook, to me known to be the individual(s) described  
 in and who executed the within and foregoing instrument and acknowledged that they signed the same as their  
 free and voluntary act and deed, for the use, and purposes therein mentioned.

Given under my hand and official seal this 20th day of December, 1973.

*Charles J. Powers*  
Notary Public in and for the State of Washington

Residing at Stevenson, Washington

(NOTARIAL SEAL)



STATE OF  
CITY OF PORTLAND  
PORTLAND, OREGON  
Date 12-20-73

## REAL ESTATE MORTGAGE FOR WASHINGTON

TO ALL MEN BY THESE PRESENTS, Dated December 20, 1973

WITNESS, On behalf of JOHN T. COOK and DONITA G. COOK,  
husband and wife,

of the first part, in the County of Skamania, Washington whose post office address

is General Delivery, Carson, Washington 98610

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 holder(s) by one or more serial promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used hereinafter shall be construed as referring to each note singly or all notes collectively, as the context requires), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, constituting a acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and in such manner described as follows:

Serial Number	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
12-20-73	\$13,100.00	7-3/4%	12-20-2006

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And 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 debt evidenced thereby; but as to the note and such debt shall constitute an indemnity mortgage to the Government against loss under its insurance contract by reason of any default by Borrower;

And WHEREAS, in consideration of the note(s) 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 penalties or other charges, (b) at all times when the note is held by an insured holder, to secure performance of every covenant and agreement made by the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in the event of, or at all times to secure the prompt payment of all advances and payments made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, transfer, and assign with general warranty unto the Government the following property situated in the State of

Washington, County of Skamania:

And it is further Valient Part according to the official plat thereof on file and record at page 340 of Book A of Plots.

And for protection and rights of way of record,

together with all rights, interests, easements, franchises and accouerances thereto belonging. The rents, dues, and payments thereof and services and income therefrom, all improvements and personal property now or later attached thereto or carpeting purchased or financed in whole or in part with loan funds, oil water water rights, and water stock pertaining of any part thereof or interest therein all of which are herein called "the property".

**TO HAVE AND TO HOLD** the 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 the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and **COVENANTS AND AGREES** as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government as collection 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) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is honored by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account 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 by 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 hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower 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.

BOOK 50 PAGE 599

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payment.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and maintained 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 to 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 in mortgages hereunder, including but not limited to the power to grant consents, partial releases, sub-ordinations, and satisfaction, and no insured holder 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 remortgage the debt evidenced by the note or pay indebtedness to the Government secured hereby, release from liability to the Government any party 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 used 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 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 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 or hearing of sale applicable, 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) An agent of 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, interests or claimants, 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 repossession following foreclosure sale shall not apply, and that no right of redemption or repossession 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, herein called "the dwelling" and if Borrower intends to add or

(21) This instrument shall be subject to the prescal regulations of the Farmers Home Administration, and to such 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 so provided, to the Secretary or to the Director, or until some other addressee 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 Bonneville Power Administration to the post office address stated above.

(23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without or apart from such provision or application, and to that end the provisions hereof are declared to be severable.

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

**John T. Cecily**

Donita G. Goo

STATE OF WASHINGTON

COUNTY OF Skamania

#### ACKNOWLEDGMENT

On this day personally appeared before me the within-named

John T. Cook and Donita G. Cook, to me known to be the individuals for whom the above signatures were made.

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 thereto mentioned.

Given under my hand and official seal this 20th day of December,

