

82655

Position 5

BOOK 31

PAGE 496

USDA-FmHA

Form FmHA 427-1 WA

(Rev. 5-29-75)

REAL ESTATE MORTGAGE FOR WASHINGTON

August 4, 1976

THIS MORTGAGE is made and entered into by PAUL M. MANN and NICHKO MANN

residing in Skamania County, Washington, whose post office address is
P.O. Box 1181, White Salmon, Washington 98672

herein called "Borrower," and:

WHEREAS Borrower is 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 promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
8-4-76	\$16,250.00	8 1/2 %	8-4-2009

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 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 evidenced thereby, but as to 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 loan(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 an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save 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 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

Skamania
 Washington, County(ies) of _____

A tract of land located in the East half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 16, Township 3 North, Range 10 E. W. M., described as follows:

Beginning at the southeast corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 16, said point being marked by an iron pipe; thence north 70 feet; thence west 330 feet; thence south 190 feet; thence east 330 feet to the east line of the said Section 16; thence north 128 feet to the point of beginning.

together with all rights, interests, easements, encumbrances and appurtenances thereunto by-living, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonable necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or anything purchased or financed 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 Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herent 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 insured 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 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.

104 38 8413 488

(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 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 property, costs of recording this and other instrument(s), attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying said 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 accept surrenders, 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 resume and reassert the right exercised 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 any party, and may cause any other party for payment of the note or indebtedness secured hereby except as specified by the Government to assign.

(15) If at any time it shall appear to the Government that Borrower is not able to obtain a loan from a co-operative 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 cause the Government's request, application, and request such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for the necessary maturity to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under a similar 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 on this instrument or secured by this instrument, or should any one of the parties named as Borrower do or be declared bankrupt, insolvent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, by action, without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness secured hereby to be immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repairs and 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 or aid application, have a receiver appointed to administer the property with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein, by law, and to enforce any and all other rights and remedies provided herefor 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 lien required by law or a competent court to be so paid, (c) the debt evidenced by this note and any indebtedness to the Government secured hereby, (d) inferior liens of 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 insured by the Government, and (f) the 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 its 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) Borrower agrees that the Government will not be bound by any present or future laws: (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(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 therein 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 bona fide offer, 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, sex, 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 the dwelling relating to race, color, religion, sex, 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.

(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 this 14th day of August, 19 76.

Paul M. Mann
Paul M. Mann
Michiko Mann
Michiko Mann

STATE OF WASHINGTON

COUNTY OF Skamania

ACKNOWLEDGMENT

On this day personally appeared before me the within named PAUL M. MANN and MICHIKO MANN,
husband and wife 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 14th day of August, 19 76.

Robert J. Salomon
Notary Public in and for the State of Washington.

Residing at Scoverton therein.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OR WRITING, FILED BY
Robert J. Salomon
OF Scoverton, Wa
AT 9:45 AM Aug 16, 1976
WAS RECORDED IN BOOK 53
OF 127 AT PAGE 486
RECORDS OF SKAMANIA COUNTY, WASH
E. P. Roden
COUNTY AUDITOR
BY E. Mesford

REGISTERED	<u>E</u>
INDEXED: DIR.	<u>J</u>
INDIRECT	<u>D</u>
RECORDED	
COMPARED	
FILED	

