

82867

Position 5

BOOK 53 PAGE 563

USDA-FmHA

Form FmHA 427-1 WA
(Rev. 5-29-75)

REAL ESTATE MORTGAGE FOR WASHINGTON September 16, 1976

THIS MORTGAGE is made and entered into by STATE OF G. CROSS and LANA L. CROSSresiding in GRANDMA County, Washington, whose post office address is
P. O. Box 561 Carson Washington 98610

herein called "Borrower," and

HEREAS 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, to pay to the Government, the Government authorizes 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>The Date of Final Installment</u>
9-16-76	\$21,000.00		9-16-2009

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, if the note is held by an insured holder, 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 is 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 to 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 agreement 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 other 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 Grandma of

A tract of land located in the Northwest quarter of the Northwest quarter of Section 29, Township 4 North, Range 3 East S.W., more particularly described:

Beginning at the quarter corner of the north line of Section 29, T. 4 N., R. 3 E., S. 20th; thence east along the north line of said Section 29 to a point 100 feet west of the northeast corner of the northwest quarter of the northeast quarter of the said Section 29; thence south 240 feet, thence east 15 feet to the initial point of the

A tract hereby described; thence east 230 feet; thence south 200 feet more or less to the northerly line of that County road known and designated Carson Creek Road (Co. Rd. No. 2045); thence west following the northerly line of said County road 230 feet more or less to a point due south of the initial point, thence north 200 feet more or less to the initial point.

Containing 1.1 acre more or less.

Subject to water rights and existing water pipeline easements.

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together with all rights, interests, easements, hereditaments and appurtenances thereto, including, 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 carpeting 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 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 hereinafter, 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, 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.

(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 hands of Borrower this 16th day of September, 1976.

Steven G. Cross
Steven G. Cross

Lana K. Cross
Lana K. Cross

STATE OF WASHINGTON

COUNTY OF Skamania

ACKNOWLEDGMENT

STEVEN G. CROSS and LANA K. CROSS,

On this day personally appeared before me the within named

husband and wife,

to me known to be the individual(s) described

and who executed the within and foregoing instrument and acknowledged that they signed the same as their

own free and voluntary act and deed for the uses and purposes therein mentioned

16th

day of September

1976.

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

NOTARIAL SEAL

Residing at Stevenson, Washington.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY

OF
AT 1:00 P.M. 9-17-76

WAS RECORDED IN BOOK 53
OF CITY AT PAGE 566
RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

E. Anderson
REC-976

REGISTERED

INDEXED: DL2

INDIRECT

RECORDED

COMPARED

MAILED

