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**SK 1074/
3-7-36-DA-3100**

Burnt House

January 4

1978

THE DEED OF TRUST AND DEED OF ASSIGNMENT OF CONTRACT

KENNETH G. SAMESL and BONITA B. SAMESL

P. O. Box 206

Carson, Washington 98610

Skamania

Residing in
City of Carson, and being
State Director of the Local
Farm Credit Bankers Association
and a Member of American
Agricultural Bankers Association

WILLIAM RAY READING, Esq.,
attorney at law, of Carson,
Washington, Attorney of Record
and Agent for Plaintiff.

Date of Registration

Date of Assignment

J-4 - 78

\$29,000.00

J-4 - 2011

The parties above named do hereby
make the following Deed of Trust:

IN THE NAME OF THE
FARM CREDIT BANKERS ASSOCIATION
AND FARM CREDIT BANK
OF THE STATE OF WASHINGTON
WE HEREBY AGREE:

NOW ON THIS DAY

IN THE COUNTY OF SKAMANIA
STATE OF WASHINGTON,

beginning at a point in the center of Kanaka Creek 150 feet south of the north line of Lot 1 of STEVENS PARK ADDITION according to the official plat thereof on file and of record at page 38 of Book A of Plats, Records of Skamania County, Washington; thence southerly following the center of Kanaka Creek 300 feet, more or less, to a cross marked in a large rock, said point being the initial point of the tract hereby described; thence southerly following the center of Kanaka Creek to the south line of said Lot 1; thence in an easterly and northerly direction following the line of said Lot 1 to a point 300 feet south of the north line of the said Lot 1 extended east; thence west 205 feet; thence in a southwesterly direction to the initial point; EXCEPT the following described tract: Beginning at said point on the east line of said Lot 1 300 feet south of the north line thereof extended east; thence west 205 feet; thence southeasterly to a point 140 feet west and 350 feet south of the north line of the said Lot 1; thence southeasterly to a point 132 feet west and 450 feet south of the north line of the said Lot 1; thence southeasterly to the southeasterly angle point of the said Lot 1; thence northerly along the east line of the said Lot 1 to the point of beginning of the tract excepted.

Kenneth G. Samesl
Bonita B. Samesl

85693

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably 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 Trustee, his successors, grantees and assigns forever;

IN TRUST, NEVERTHELESS, (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 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 supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS the property and the title thereto unto Trustee for the benefit of 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 in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand, at the place designated for the latest note 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. 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.

(6) To use the loan evidenced by the note solely for purpose authorized by the Government.

(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 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 furnish to the Government for expense reasonably necessary or incidental to the protection of the lien

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise, and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower agrees that the Government will not be bound by any present or future State 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 may 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 law. Borrower hereby relinquishes, waives, and conveys all rights, interests or claimants, of descent, dower, and curtesy.

(23) It is part of the facts set forth in this instrument that it will be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling thereon, and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so for 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 any one because of race, color, religion, sex or national origin; and that Borrower recognizes as dependent hereon the rights, and will not employ, waive or attempt to enforce, any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(24) That in case of a default by the borrower under any of the 4 factors Home Administration, and its future replacement, the address of the borrower will be the same.

(25) Notarized acknowledgment shall be made before a notary public or other duly authorized officer of the Government. If Factors Home Administration, United States Department of Agriculture, Washington, D.C., is substituted for the use of Borrower to him, the address shown in the Factors Home Administration Lender's column will be the same as the post office address shown above.

(26) Upon final and final payment of all indebtedness, including interest, the principal and accrued dividends and equity in shares, agreement and obligation remaining on the part of the Borrower to pay, to the Government, due respect, income, to examine and deliver to the Factors Home Administration post office address a deed conveying the property, and in all days thereafter written demand by the successor Borrower, hereby waives the notice of alienation, recording, earlier execution or delivery of such deed of conveyance.

(27) If any provision of this instrument or application is found to be invalid or unconstitutional, such invalidity shall not affect other provisions in application, the instrument which can be saved, shall stand the invalid provision as application, and to that end the powers in trust are declared to be vested.

WITNESS the hand(s) of Borrower this 4th day of January, 1970.

Kenneth G. SamseI

Bonita D. SamseI

ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF Skamania

On this day personally appeared before me the within-named Kenneth G. SamseI and
Bonita D. SamseI, to me known to be the individual(s) described
and who executed the within and foregoing instrument and acknowledged that they signed the same at their
free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of January, 1970.

NOTARY PUBLIC
(NOTARIAL SEAL)

Notary Public in and for the State of Washington

Residing at Stayton, Oregon

(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 latest note 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. Otherwise, any payment made by Borrower may be applied upon 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 purpose authorized by the Government.

(7) To pay when due all taxes, fees, 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 payments.

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(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 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 beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, 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 reamortize the debt evidenced by the note, or any 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 insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFATUAT OCCUR IN THE PERFORMANCE OR DISCHARGE OF ANY OBLIGATION IN THIS INSTRUMENT OR SECURED BY THIS INSTRUMENT, OR SHOULD ANY ONE OF THE PARTIES NAMED AS BORROWER DIE, OR BE DECLARED AS 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 PROSECUTION OF THIS INSTRUMENT, WITHOUT OTHER EVIDENCE AND WITHOUT NOTICE OR HEARING OF SUCH APPLICATION, HAVE A RECEIVER APPOINTED FOR THE PROPERTY, WITH THE USUAL POWERS OF RECEIVERS IN LIKE CASES; AND (D) AUTHORIZE AND REQUEST TRUSTEE TO FORECLOSE THIS INSTRUMENT AND SELL THE PROPERTY AS PROVIDED BY LAW.

(18) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE SALE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND WITHOUT NOTICE BEYOND THE PUBLICATION OF THE NOTICE OF SALE. THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING AND NOTICE. NEVERTHELESS, THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR NOTICE AND A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(19) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government; and at such sale the Government and its agent may bid and purchase as a stranger. Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith.

(20) The process or forced 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 or debts 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 incurred by the Government, and (f) any balance to Borrower. In case the Government is the non-judicial bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or incurred by the Government, in the order specified above.