85587 BK PAGE

(Continued)

USDA FmHA
Form 424-1 (Rev. 2-22-77)
Rev. 2-22-77)
BK 10659
PG 1-4-1600

# REAL ESTATE DEED OF TRUST OF WASHINGTON

(Rural Housing)

THIS DEED OF TRUST, made and entered into this [illegible] day of [illegible] between the undersigned

DONALD C. DELBRIDGE and NANCY C. DELBRIDGE, HUSBAND AND WIFE

M.P. 004 Delbridge Rd., Stevenson, WA 98648

SKAMANIA

hereinafter called "Grantor", and the Farmers Home Administration, State Director, State Department of Agriculture, State of Washington, Olympia, Washington, hereinafter called "Beneficiary", and the Farmers Home Administration, State Director, State of Washington, Olympia, Washington, acting through the Farmers Home Administration, State Director, State of Washington, Federal Office Building, 301 Yakima Street, Room 290, Wenatchee, Washington 98801, and the United States of America, acting through the Farmers Home Administration, State Director, State of Washington, hereinafter called "Beneficiary", and

WHEREAS Grantor is indebted to the Beneficiary in the principal sum of [illegible] Dollars ($[illegible]) as evidenced by a promissory note or notes of even date herewith, hereinafter called "Note", which has been executed by Grantor and is payable to the order of Beneficiary, and is described as follows:

| Date of Instrument | Principal Amount | Interest Rate | Date of Final Installment |
|---|---|---|---|
| December 7, 1977 | $35,000.00 | 1% | December 7, 2010 |

The sale evidenced by this instrument is made in accordance with the terms and provisions of the Consolidated Farm and Rural Development Act, 7 U.S.C. 1921 et seq., and in accordance with the terms and provisions of the payment assistance agreement executed between the Grantor and the Beneficiary, dated [illegible], 19[illegible], and

As security for payment of the said note, and any renewals or extensions thereof, and any other indebtedness now or hereafter owed by the Grantor to the Beneficiary, and any future advances made by the Beneficiary to the Grantor, the Grantor hereby grants, bargains, sells and conveys to the Beneficiary, in trust, with power of sale, the following described real estate, situated in the County of Skamania, State of Washington, which the Grantor warrants to be free and clear of all encumbrances except those specifically set forth herein, and which the Grantor shall warrant and defend against the claims and demands of all persons whomsoever, except those specifically set forth herein, and which the Grantor covenants to maintain free and clear of all other encumbrances, except those specifically set forth herein, and which the Grantor shall not alienate or encumber, and of which the Grantor shall not make any material alteration without the written consent of the Beneficiary, but the Grantor shall not be obligated to keep the premises in repair, and which the Grantor shall not commit or permit to be committed any waste thereon, but the Grantor shall keep the premises in good condition and repair, and which the Grantor shall not use for any purpose in violation of any law or ordinance, and which the Grantor shall not use or permit the use of for any purpose which shall be deemed extra hazardous on account of fire or other casualty, and which the Grantor shall not use or permit the use of for any purpose which shall be deemed to be a violation of any restrictive covenant affecting said premises, and which the Grantor shall not use or permit the use of for any purpose which shall be deemed to be a violation of any law or ordinance

85587

COUNTY OF [illegible]

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY

[illegible]

JAN 1973

REGISTERED

BOOK 5[illegible] PAGE 49

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 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 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.

Unofficial Copy

USDA FmHA
Form FmHA 427-7 WA
(Rev. 2-22-77)

(Space Above This Line For Recording Data)

# REAL ESTATE DEED OF TRUST FOR WASHINGTON

(Paid Home)

THIS DEED OF TRUST is made and entered into by and between the undersigned

DONALD C. DELBRIDGE and NANCY C. DELBRIDGE, HUSBAND AND WIFE

M.P. 004 Delbridge Rd., Stevenson, WA. 98648

SKAMANIA

(County, Washington) (hereinafter referred to as "Borrower") and Small Business Administration, United States Department of Agriculture (hereinafter called "Beneficiary") and Small Business Administration, United States Department of Agriculture, acting through the State Director of the Farmers Home Administration for the State of Washington or successor in office (hereinafter called "Lender") whose address is 210 Federal Office Building, 301 Yakima Street, Wenatchee, Washington 98801 (hereinafter called "Trustee") and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, whose address is same as that of the Lender (hereinafter called the "Government").

WITNESSETH: Borrower is indebted to the Lender in the principal sum of $25,500.00 as evidenced by a promissory note or agreement (hereinafter called "Note") of even date herewith, bearing interest at the rate of 8% per annum, payable in installments as provided in the Note, and the Lender has required the execution and delivery of this instrument to secure the payment of the Note and all other indebtedness owed by Borrower to the Lender, as described as follows:

| Date of Promissory Note | Principal Amount | Rate of Interest | Date of Final Maturity |
|---|---|---|---|
| December 7, 1977 | $25,500.00 | 8% | December 7, 2010 |

The note evidences a loan made pursuant to the Consolidated Farm and Rural Development Act and is to be held by the Government pursuant to Title V of the Housing Act of 1949.

It is the purpose of this instrument and the lien created hereby to secure the payment of the indebtedness evidenced by the Note, and all renewals, extensions and modifications thereof, and any other indebtedness now or hereafter owed by Borrower to the Government, or any agency thereof, and all costs and expenses incurred by the Government in connection with the collection of any of the foregoing indebtedness, including but not limited to reasonable attorney's fees, and to secure the payment of any future advances made by the Government to Borrower under the provisions of the Note, or any other note or agreement, or any other instrument evidencing such future advances, or any other indebtedness of Borrower to the Government, or any agency thereof, and all costs and expenses incurred by the Government in connection with the collection of any of the foregoing indebtedness, including but not limited to reasonable attorney's fees, and to secure an indemnity deed of trust pursuant to the Consolidated Farm and Rural Development Act and the rules and regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the premises herein recited and for other valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant, bargain, sell, convey and assign unto Trustee, in trust for the benefit of the Government, the following described property situated in the County of SKAMANIA, State of Washington:

A Tract of land in Sec. 1, T 2N, R 7 E.W.M., described as follows:

Beginning at a point 542.2 feet South of a rock marking the intersection of the West line of the Shepard D.L.C., with the North line of Sec. 1, T 2N, R 7 E.W.M., said point being the intersection of the West line of the said Shepard D.L.C., with the North line of Second Street in the Town of Stevenson; thence Westerly along the North line of Second Street 510 feet to the initial point of the tract hereby described; thence North 100 feet thence West 37 feet; thence South 100 feet to the North line of Second Street; thence East 37 feet to the initial point.



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REGISTERED

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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 the 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 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 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, deposited to, and assigned to the Government;

(9) To make improvements to prevent erosion and make repairs required by the Government, against the property in good and workmanlike manner, and to work such farm conservation practices as the Farm and Home Administration or Government may direct to conserve moisture, and not to abandon the property, or cause or permit waste, damage or impairment of the security covered hereby, and without the written consent of the Government not to remove or sell timber, gravel, oil, gas, coal, or other minerals except as may be necessary for a farm operation purpose;

(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 and priority hereof and to the enforcement of or the compliance with the covenants herein and in any supplemental agreement hereofore or hereafter executed, including but not limited to the cost of a title insurance survey of the property, recording fees, court costs, reasonable attorney's fees, trustee's fees, costs of advertising, selling and conveying the property;

(12) Neither the borrower nor any person claiming or acquiring through or under the borrower shall discriminate against any person or group of persons on account of race, color, religion, sex, or national origin in the leasing, selling, or furnishing of facilities or services in connection with the property covered hereby, and covenants that he will comply with all applicable laws and regulations of the United States and the State in which the property is located relating to nondiscrimination and equal opportunity in housing and employment practices, including but not limited to those prohibiting discrimination because of race, color, religion, sex, or national origin, and will not permit any such discrimination to be practiced in connection with the property covered hereby. (This covenant shall be binding on the borrower and his heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Government and its successors and assigns.)

(13) At all times, at his own expense, to keep the property free from all liens and encumbrances and agree not to allow a charge on any part thereof superior to the lien hereof;

(14) The borrower may prepay any part of the principal of the note secured hereby without the payment of any indemnification to the Government except that if the borrower prepays principal of the note within the first five years after the date of the note, he will pay the Government an amount equal to the difference between the interest rate on the note and the current rate of interest on a note of similar maturity and amount, as determined by the Government, multiplied by the amount of principal prepaid and by the number of years remaining in the first five years after the date of the note or installment series of notes, discounted to the date of prepayment at the current rate of interest on a note of similar maturity and amount;

(15) If at any time the Government shall determine that the borrower can obtain a loan from a cooperative lending agency or other credit association, a Federal land bank association, a production credit association, a Farmer Mac, or other sources at reasonable rates and terms for loans for similar purposes and periods of time, the borrower will, upon request of the Government, immediately make application for such loan in sufficient amount to pay the note secured hereby and will use the proceeds of such loan to pay the note secured hereby. The borrower will accept such loan when tendered by such lender and will execute such instruments as may be required in connection with such loan. The Government will cooperate with the borrower in obtaining such loan and will release its security upon receipt of payment in full of the note secured hereby;

(16) Default hereunder shall constitute a default under any other note or agreement held by the Government and any other security given to secure such note or agreement;

(17) SHOULD BEYOND THE PUBLIC [illegible] THE SUM OF [illegible] SALE THE TORRENS [illegible] WAIVER OF RIGHTS HE MAY HAVE TO ANY [illegible] NEVERTHELESS THE SOLE [illegible] OF THE FARMERS HOME ADMINISTRATION IS [illegible] PROVIDE FOR NOTICE AND A MEETING AND THE [illegible] WILL [illegible]

(18) WAIVER. THE BORROWER ACKNOWLEDGES AND [illegible] FORECLOSURE SALE OF THE PROPERTY [illegible] WITHOUT [illegible] BEYOND THE PUBLIC [illegible] THE SUM OF [illegible] SALE. THE TORRENS [illegible] WAIVER OF RIGHTS HE MAY HAVE TO ANY [illegible] NEVERTHELESS THE SOLE [illegible] OF THE FARMERS HOME ADMINISTRATION IS [illegible] PROVIDE FOR NOTICE AND A MEETING AND THE [illegible] WILL [illegible]

(19) At the request of the Government, [illegible] is provided by law, by sale or exchange, [illegible] agent may bid and pay, [illegible] through his delegate authorized by [illegible] property or any part thereof to any purchaser, [illegible] Trustee personally or through his delegate [illegible]

(20) The proceeds of foreclosure sale shall be applied in the following order: [illegible] sale; to costs of complying with the provisions hereof; [illegible] so paid; to the debt evidenced by the note and all indebtedness to the Government secured hereby; [illegible] secured hereby, to be so paid; [illegible] decreased owing to a payment by the Government; and [illegible] successor thereto at Foreclosure or any sale of all or any part of the property, the Government [illegible] purchase price by crediting said amount on any debt or liabilities [illegible] prescribed above.

Unofficial Copy

(10) All powers and agents 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.

(11) 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, inchoate or consummate, of descent, dower, and curtesy.

(12) 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 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 void 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.

(13) 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.

(14) Notices under this mortgage shall be sent by certified mail, unless otherwise required by law, addressed, unless and until Borrower notifies Lender and/or the Government of a change in address, to Borrower at the address of the dwelling and to the Government at the Farmers Home Administration, Urban Section, Department of Agriculture, Wenatchee, Washington 98801, and in the case of Borrower to his single address shown at the Farmers Home Administration Finance Office, except (a) the notice shall be the same as the post office address of the dwelling.

(15) [illegible] of any kind in the property, or [illegible] the [illegible] and [illegible] at each and every [illegible] Government [illegible] Government [illegible] of record [illegible] of the property [illegible] and be [illegible] benefits of all laws requiring [illegible]

(16) [illegible] invalid, such [illegible] invalid [illegible] given effect without the invalid [illegible]

[illegible] 7th [illegible] December [illegible] 19 77

[illegible] Donald C. Delbridge

[illegible] Delbridge

[illegible] ACKNOWLEDGMENT

[illegible] DONALD C. DELBRIDGE and

[illegible] C. DELBRIDGE, husband and wife [illegible] to me known to be the individual(s) described

[illegible] they [illegible] the same as their

[illegible] 7th [illegible] day of December [illegible] 19 77

[illegible] Notary Public

Residing at Goldendale, WA. 98620

Unofficial Copy

(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 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 of 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 actually, including but not limited to costs of examination 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, conveyed, 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 [illegible] subordinations, and satisfactions, and no owner hereunder shall have any rights, 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 [illegible] and agreements contained herein or in any supplementary agreement and being performed.

(14) The Government may extend any date, the maturity of and/or any [illegible] or any indebtedness to the Government secured hereby, release from lien, [illegible] release portions of the property from and subordinate the lien hereof, [illegible] affecting the lien or priority hereof or the subsidiary to the [illegible] note or indebtedness secured hereby, except as specifically [illegible] in writing.

(15) If at any time it shall appear to the Government [illegible] credit association, a Federal land bank, or other [illegible] terms for loans for similar purposes and periods of [illegible] such loan in sufficient amount to pay the note and [illegible] purchased in a cooperative lending agency in [illegible].

(16) Default hereunder shall constitute default [illegible] security instrument held or issued by the Government [illegible] other security instrument shall constitute default [illegible].

(17) SHOULD DEFAULT occur in the [illegible] of any obligation [illegible] instrument, or should any one of the [illegible] insolvent, to make an assignment for the benefit of [illegible] Government, at its [illegible] (a) declare the entire amount unpaid under the note and [illegible] to be immediately due and payable, (b) for the [illegible] possess, or operate or rent the property [illegible] evidence and without notice of hearing or application for a receiver appoint [illegible] of receivers in such cases, and (d) authorize any request [illegible] by law.

(18) WAIVER. THE BORROWER ACKNOWLEDGES AND AGREES THAT IF THE LEGAL TO 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 THOSE REGULATIONS.

(19) At the request of the Government, Trustee is authorized to foreclose the [illegible] sale of the property as provided by law, for cash or secured credit at the [illegible] Government, and [illegible] agents may bid and purchase as a stranger to Trustee at [illegible] such sale without [illegible] through his delegate authorized by law for such purpose [illegible] in writing and Trustee's executed [illegible] property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the said sale was made [illegible] Trustee personally or through his delegate duly authorized in accordance herewith.

(20) The proceeds of foreclosure sale shall be applied in the following order: (a) the 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) [illegible] Rent of record required by law or a competent court to be so paid, (e) at the Government's option, any other unsecured liens of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful 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 insured by the Government in the order prescribed above.

Unofficial Copy

(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, inchoate or consummate, of descent, dower, and curtesy.

(23) 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 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.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provision hereof.

(25) 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, Wenatchee, Washington 98801, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to Borrower at his above post office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring delivery, execution or delivery of such deed of reconveyance.

(27) 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 of Borrower this 7th day of December, 19 77

Donald C. Delbridge

Nancy C. Delbridge

STATE OF WASHINGTON
COUNTY OF SKAMANIA } ss.

ACKNOWLEDGMENT

On this day personally appeared before me the within named DONALD C. DELBRIDGE and NANCY C. DELBRIDGE, 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 7th day of December, 19 77

(NOTARIAL SEAL)

Notary Public in and for the State of Washington,

Residing at Goldendale, WA 98620

Unofficial Copy