

USDA-FmHA
Form FmHA 427-229A
(Rev. 3-7-78)

BOOK 55 PAGE 1

A Rural Homeowner

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

HOUSING OUR PEOPLE ENTERPRISE

a Washington Non-Profit Corporation

XXXXXXXXX doing business in Skomania

***** doing business in Skomania *****
 called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the State Director of the Farmers Home Administration for the State of Montana, and the United States District Court for the District of Montana, Federal Office Building, 301 Yakima Street, Westchase, Washington, 98101, as lender, and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and

[illegible]

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Term</u>
9-20-78	\$100,000.00	10%	5-20-83
9-20-78	\$100,000.00	10%	5-20-83

On this evidence, I am in favour of the Government's proposal to amend the Bill to include the following:

[illegible]

NOW THE REFORM is under consideration by the United States Supreme Court. **THE REFORM** is a bill to amend the Federal Election Campaign Act of 1971, to require the disclosure of the names of contributors to political campaigns, and to provide for the regulation of the content of political broadcasts.

Property in, used in the State of Washington, County of _____, State of _____, _____	Shall be	Shall be
which said _____	is not used primarily for agriculture	is for purposes of farming, ranching or

PARCEL A

Lots 1, 2, 3, 4, 5, 6, and 11, Meaghers Addition to Stevenson according to the plat thereof on file and of record at page 120 of book 1 of plat records of Skamania County, Washington.

PARCEL 3

Commencing at a point 289.7 feet West of the South Quarter corner of Section 36, Township 3 North, Range 7 E.W.M.; thence North 05° 30' West 305.4 feet to the point of beginning; thence South 74° East 241 feet; thence North 11° 19' West 228 feet; thence West 200.1 feet; thence South 3° 30' East to the point of beginning.

EXCEPT that portion thereof conveyed to Joe Garcia by instrument dated July 16, 1948, and recorded July 26, 1948, at page 102 of book 12 of Deeds, Auditor's File No. 38164, records of Skamania County, Washington.

Folia 427: W. A. R. & L. C. 700

(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 loan hereunder will not be subject to present or future State laws relating to valuation, appraisal, homestead or exemption of the property, that a public or quasi-public action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, that prohibiting any other rights of lienholders, (d) all other laws of redemption or power upon following any foreclosure, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge. As a condition of borrowing a part of the property hereunder, Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, interests or claims, present, future, and certain.

(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, neither Borrower nor anyone authorized to act for Borrower will after receipt of a bona fide offer, refuse to sell, lease 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 herein.

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

(26) 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 insofar as to execute and deliver to Borrower at Borrower's above post-office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefit of all laws requiring either execution or delivery of such deed of reconveyance.

(27) If any provision of this instrument or application thereof to any person or circumstance 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 _____ day of _____, 1972.

(Corporate Seal)

ATTEST:

FOR THE PEOPLE'S ENTERPRISES,
WASHINGTON NON-PROFIT CORPORATION

By _____
Secretary

STATE OF WASHINGTON

COUNTY OF _____

ACKNOWLEDGMENT

On this day personally appeared _____, who is the within _____ of the _____, which corporation is executing this above and foregoing instrument, and acknowledged to me that said corporation executed the same.

Given under my hand and seal of said State, and year _____.

Notary Public for said State,
of Washington,
Commission Expires _____

RECORDED	INDEXED	FILED	RECORDED	INDEXED	FILED