

USDA-FmHA
Form FmHA 427 - WA
(Rev. 6-13-79)

PUSH/PDF

REAL ESTATE DEED OF TRUST FOR WASHINGTON
(Rural Housing)

SK-11620
ES-49

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

John H. Broughton and Alicia M. Broughton, husband and wife
General Delivery, North Bonneville, Washington 98639

lending to Skamania County, Washington, principal herein
called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, herein called "Lender," which is an agency of the United States Government, located at the Farmers Home Administration, United States Department of Agriculture, herein called "Government," and

WHEREAS Borrower is indebted to the Government as evidenced by note or
otherwise, in the sum of "one," which has been executed by Borrower, in favor
of Lender, in the name of the "Farmers Home Administration, an agency of the Government,"
dated July 1, 1978, for the sum of \$1,000.00.

1978 - July 1, 1978

Debtors, Farmers

0-26-1000

1978

(1) the amount of principal due and unpaid on the above note, together with interest thereon, at the rate of six percent (6%) per annum, from the date of the note until paid in full; and

(2) the amount of all costs, expenses, attorney's fees, and other amounts due and owing to the Government under the terms of the note, including, but not limited to, the amount of any deficiency judgment.

It is agreed that if the note is not paid in full by the date of maturity, the Government may sue for the amount due and owing, and that the Government may collect the amount due and owing by garnishment, attachment, or any other method of collection available to the Government.

It is further agreed that if the note is not paid in full by the date of maturity, the Government may foreclose its lien on the property described below, and that the Government may collect the amount due and owing by sale of the property.

The property situated on the State of Washington, U.S.A., in Skamania County, Washington, which is described of property is not used for:

Lot 10, Block 6 plat of RELOCATED NORTH BONNEVILLE, Book "B" of Plats, page 1C, auditor's file no. 83-1000, in book "B" of Plats, page 28, auditor's file no. 83-1000, Skamania County, Washington.

together with all rights, interests, easements, hereditaments and appurtenances thereto 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 carpenter purchased or financed in whole or in part with loan funds, oil 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, Trustee's 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 Borrower's self, Borrower's heirs, executors, administrators, successors and assigns, ~~WAIVES~~ RANTS the property and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatsoever against any heirs, executors, administrators, successors, reservations, or conveyances specified herein above, 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 an 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 all 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 pay additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges thereon at the time of first payment.
- (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 to the extent of such amounts, as well as any costs and expenses for the preservation, protection or enforcement of this instrument, to the account of Borrower. All such advances shall bear interest at the rate fixed by the note which is 6% per annum.
- (5) All advances by the Government shall be secured by this instrument with interest, until immediate due and payable by Borrower to the Government at the rate and the period determined in the latest note and shall be secured hereby. No further advance by the Government shall release this instrument from the obligation to pay all such advances, with interest, shall be treated from the date of payment as a new note removed from the instrument, unless a written release may be signed or otherwise made by the Government and held hereby, in any order the Government so determines.
- (6) To pay, deduct, withhold, or otherwise deduct or withhold amounts authorized by this instrument.
- (7) To pay when due taxes, fees, judgments, encumbrances, or other amounts finally assessed to or assessed against the property, including all rights and assignments in connection with water, water rights and water stock pertaining thereto or reasonably necessary to the use of the real property, together with all costs and expenses of collection and delivery to the Government without demand or receipt from the Government.

IN WITNESS WHEREOF,

I HEREBY CERTIFY THAT I AM WITHIN

INSTRUMENT OF TRUST, DATED

ON THE DAY OF JUNE, 19-

AT CITY OF - STATE OF -

AND SIGNED IN BOOK

ON THE DAY OF JUNE, 19-

RECEIVED OF DEPARTMENT OF AGRICULTURE, BUREAU

COUNTY AND TOWN

REGISTERED
INDEXED CIR
SEARCHED
COMPILED
MAILED



(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to 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 land and property hereof and to the establishment of 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 a part thereof 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 right as beneficiary hereunder, including but not limited to the power to terminate tenancy, partial release, subordination, and satisfaction, and no insured holder shall have any right, title, or interest hereof to the lien or any beneficiary 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 (a) extend or defer the maturity of, and renew and reschedule, the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, to release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument, at any and all times and in any of its acts without affecting the lien or the priority of this instrument over Borrower's or any other party's liability on the Gas Agreement for payment of the note or debt secured by this instrument under the Government's or otherwise in writing. HOWEVER, any waiver made by the Government whether once or often in exercising any right of remedy under this instrument, or otherwise, binding by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a local credit association, a Federal land bank, or other reliable organization or source, "local" meaning within a radius of 25 miles for loans for similar purposes and periods of time, Borrower shall upon the Government's written request and accept such loan in sufficient amount to pay the note and any indebtedness accrued hereunder to date plus any costs necessary to be incurred in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute a妨害 to any other real estate, or personal property or other security instrument held or insured by the Government and executed or assumed hereunder, or default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFALT occur in the performance or discharge of any obligation of the Borrower created or assumed by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the persons named as Borrower be declared 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 on the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of the Government, sue and recover expenses for repair or maintenance of and take possession and operate or rent the property, or upon application therefor, have a receiver appointed for the property, with the usual powers of receiver in like cases, or authorise and request Trustee to foreclose this instrument and sell the property as provided by law.

(18) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR 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 agents may bid and purchase as a stranger. Trustee at Trustee's option may conduct such sale without being personally present, through Trustee's delegate authorized by Trustee 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 Trustee's delegate duly authorized in accordance therewith.

(20) 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 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 of record, 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 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 incurred by the Government, in the order prescribed above.

(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 consummated, 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 Borrower 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 Borrower 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).

(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 request trustee 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 benefits of all laws requiring earlier 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(s) of Borrower the 24th day of September 1979.

John H. Broughton

Alicia M. Broughton

STATE OF WASHINGTON

COUNTY OF Skamania

ACKNOWLEDGMENT

On this day personally appeared before me the within-named John H. Broughton and Alicia M. Broughton, husband and wife, to me known to be the individual(s) described in or 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 31st day of September 1979.

(NOTARIAL SEAL)

Notary Public in and for the State of Washington

Residing at

Harrison