

90393

USDA-FmHA  
Form FmHA 427-7 WA  
(Rev. 6-12-79)

Position 5

57 PAGE 77

## REAL ESTATE DEED OF TRUST FOR WASHINGTON

SA-11619  
12-28

(Rural Housing)

THIS DEED OF TRUST is made and entered into by and between the undersigned George W. Gardner and

George M. Gardner, husband and wife

1 P. 98 L Riverside Drive, Inc., legal, Washington 98671

residing in Skamania County, Washington, as grantor(s), herein 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 Washington whose post office address is Room 319, Federal Office Building, 301 Yakima Street, Wenatchee, Washington 98801, as trustee, herein called "Trustee"; and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government"; and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note", which has been executed by Borrower, payable to the order of the Government, and authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| Date of Instrument | Principal Amount | Annual Rate of Interest | Due Date of Final Installment |
|--------------------|------------------|-------------------------|-------------------------------|
| February 21, 1980  | \$40,000.00      |                         | February 28, 2013             |

If the interest rate is 7% then the rate will remain (whether on operating loans) fixed by this instrument; then the rate may be changed as provided in the note.

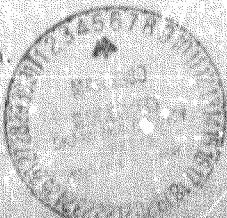
If a note evidence of a loan to Borrower from the Government is sent to the Trustee, then the note and interest the payment thereon shall be paid to the Trustee, A.C. 1944, or any other name determined by the Farmers Home Administration.

In the principal and interest of this instrument, that among other things, at all times when the note is held by the Government, or in case of the Government's holding the note, without knowledge of the note, this instrument shall secure payment of the note, but if the note is held by an agent of the Trustee, this instrument shall not secure payment of the note, but the agent shall account therefor to the Trustee and the Trustee shall be indemnified of all liability due to failure of the Government to pay such agent for amounts so paid by reason of default by Borrower.

As the instrument does not state the amount of the note, it is stated hereby which note is granted to the Borrower by instrument dated 1-4-1980.

NOW, THEREFORE, to consider him as the law requires, I do hereby warrant to trustee the following described property situated in the State of Washington, County \_\_\_\_\_, which said described real property is not used for any purpose except agricultural or taxation purposes:

See Attached Schedule A Description.



|            |
|------------|
| REGISTERED |
| INDEXED    |
| SERIALIZED |
| COMPILED   |
| MAILED     |

FmHA 427-7 WA (Rev. 6-12-79)

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... of 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 connected therewith, 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 agreements to remain in occupancy 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 hereinabove described, and the performance of every constant 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, WARRANTS the property and the title thereto unto Trustee for the benefit of the Government against all claims and demands whatsoever except any liens, encumbrances, easements, reservations, or covenances created hereto or heretofore by GOVERNMENT AND AGREE 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, except 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 from time to time be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional payments in excess of 12% of the estimated annual taxes, assessments, insurance premium and other debts due to the Government.
- (4) Whether or not the note is honored by the Government, to pay to the Government, at any time and for any other amount required by it, to be paid by Borrower and not to the Government, all costs and expenses for the preservation, protection or enforcement of the property or any right or claim of the Government. All such advances shall bear interest at the rate borne by the note when it was first issued.
- (5) All debts due by the Government to Borrower, notwithstanding any provision which may be otherwise contained and payable by Borrower to the Government without regard to the date designated in the latest bill or statement received thereby. No such advance by the Government to Borrower shall be deemed to be a loan or an obligation to pay. Such advances, with interest, shall be repaid by Borrower to the Government as soon as received from the Government. Otherwise, any payment made by Borrower may be applied on the debts of the Government to the Government, whether or not the Government demands same.
- (6) To me that I will execute any note, bond, or other instrument authorized by the Government.
- (7) To pay whenever all taxes, liens, judgments, encumbrances and agreements lawfully attaching to or assessed against the property, my debts, claims and assessments in connection with water, water rights, oil wells, gas wells, etc pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government with demand receipt evidence of such payments.

SCHEDULE A DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 11 TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH BOUNDARY OF OLD VANCOUVER CASCADES ROAD, NOW CALLED RIVERSIDE DRIVE, SAID POINT BEING 1833.6 FEET SOUTH AND 2787.1 FEET WEST OF THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST A DISTANCE OF 365.45 FEET; THENCE SOUTH A DISTANCE OF 263.44 FEET TO THE CENTER OF DUVAL CREEK; THENCE FOLLOWING THE CENTER OF DUVAL CREEK NORTH  $72^{\circ} 40'$  EAST 95.35 FEET; THENCE SOUTH  $83^{\circ} 10'$  EAST 97.4 FEET; THENCE SOUTH  $41^{\circ} 40'$  EAST 85.6 FEET; THENCE SOUTH  $16^{\circ} 58'$  WEST 124.82 FEET TO A POINT ON THE NORTH BOUNDARY OF THE BNRR RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY NORTH  $43^{\circ} 07'$  EAST 104.45 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED RIVERSIDE DRIVE; THENCE ALONG SAID BOUNDARY NORTH  $9^{\circ} 05'$  EAST 36.67 FEET; THENCE NORTH  $5^{\circ} 22'$  EAST 153.84 FEET; THENCE NORTH  $21^{\circ} 47'$  EAST 1'6.97 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 1 OF THE BILL BEARD SHORT PLAT, RECORDED DECEMBER 10, 1979 IN BOOK 2 OF SHORT PLATS, PAGE 146A AND 146B, AUDITOR'S FILE NO. 90048.

DEED OF TRUST

GEORGE W. GARDNER

GEORGENE M. GARDNER

56-30-474-568-115

FmHA 427-7 WA (Rev. 6-12-79)

STATE OF WASHINGTON | \$  
COUNTY OF SISKIYOU | \$

I HEREBY CERTIFY THAT THE WITHIN \_\_\_\_\_

INSTRUMENT OF WRITING IS FILED IN

Sherriff's Office

OF \_\_\_\_\_, STATE, U.S.A.

AT \_\_\_\_\_, DAY OF \_\_\_\_\_, 19\_\_\_\_

WAS RECEIVED IN BOOK #51

OF 1166 | PAGE 72-73

RECORDS OF CLERK, CITY, COUNTY, OR STATE

BY \_\_\_\_\_

CC \_\_\_\_\_

W. B. Belcher

90393

USDA-FmHA  
Form, FmHA-427-7 WA  
(Rev. 6-12-79)

Position 5

57

PAGE 77

## REAL ESTATE DEED OF TRUST FOR WASHINGTON

SAC - 11617  
172-218

(Rural Housing)

THIS DEED OF TRUST is made and entered into by and between the undersigned, George W. Gardner and

Georgene M. Gardner, husband and wife.M P. #98 L Riverside Drive, Washougal, Washington 98671

residing in Skamania, County, Washington, as grantor(s), herein 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 Washington whose post office address is Room 311, Federal Office Building, 301 Yakima Street, Wenatchee, Washington 98801, as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| Date of Instrument | Principal Amount | Annual Rate of Interest | Due Date of Final Installment |
|--------------------|------------------|-------------------------|-------------------------------|
| February 28, 1980  | \$40,000.00      | 9%                      | February 28, 2013             |

(If the interest rate is less than \_\_\_\_\_% for farm ownership of one acre or more secured by his investment, then the rate may be charged as provided in the note.)

The note evidences a loan from Borrower and the Government, as co-lender, may assign the note and trustee become agent pursuant to Title V of the Housing Act of 1949, or any other statute administered by the Farmers Home Administration.

It is the purpose and intent of this instrument that, among other things, it agrees with the note as to who the Government, or in the event the Government should assign this instrument without transfer of the note, this instrument shall receive payment of the note; but when the note is held by an insured holder, this instrument shall not receive payment of the note or interest in the note, excepted thereto, but as trustee, co-lender and co-debt holder, this instrument is given as endorsee to such a trust to secure the Government against loss under its insurance coverage, in case of any default by Borrower.

And this instrument is given as the acceptance of any interest, right or liability which may be granted to the Borrower or to the Government pursuant to 7 U.S.C. § 1410(h).

Now, THEREFORE, in consideration of the benefits hereinafter contained and warrants to Trustee the following, whereby property situated in the State of Washington, County, \_\_\_\_\_, is sold to Trustee, the undersigned, for the sum of \$40,000.00, which said described real property is real and principal for agricultural or farming purposes:

See Attached Schedule A Description.



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| REG. NO. 3271  |
| SEARCHED       |
| INDEXED        |
| SERIALIZED     |
| FILED          |

together with all right, 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, w carpeting purchased or financed in whole or in part with loan funds, (1) 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 waive 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 obligation to indemnify and save harmless the Government against loss under its insurance or otherwise 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 hereinabove 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** the property and the title thereto unto Trustee for the benefit of the Government upon all laws, rights and demands whatsoever except any leases, encumbrances, covenants, reservations, or conveyances specifically mentioned, and **COVENANTS AND AGREES** as follows:

- (1) To pay promptly, (a) due any indebtedness to the Government in sums accrued and to indemnify and save harmless the Government against (b) 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 payment on the note to the Government, to collect, then agent for the same.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the War Home Administration.
- (3) To request to the Government to make available to him an amount of 1/2 of the estimated annual taxes, assessments, insurance premiums and other charges upon his property and premises.
- (4) Whether or not the rate is fixed by the Government, to pay to the Government, at any time necessary, the amounts required hereon to be paid by Borrower and to hold to Borrower, where due, as well as the taxes and expenses for the preservation, protection, or enforcement of his title, or subject to the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the latest interest date.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government and demand of the place designated in the last note and shall be secured hereby. No such advance by the Government, or any part thereof, will be deemed a breach of Borrower's covenant to pay such advances, with interest, shall be regarded as the result of collection, received from Borrower. Otherwise, any payment if any, by Borrower may be applied to the outstanding indebtedness to the Government secured hereby in any order the Government determines.
- (6) To use the house and land on the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, (a) joint rents, 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, (b) promptly deliver to the Government, without demand receipt, evidencing such payments.

## SCHEDULE A DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 11 TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH BOUNDARY OF OLD VANCOUVER CASCADES ROAD, NOW CALLED RIVERSIDE DRIVE, SAID POINT BEING 1833.6 FEET SOUTH AND 2787.1 FEET WEST OF THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST A DISTANCE OF 365.45 FEET; THENCE SOUTH A DISTANCE OF 263.44 FEET TO THE CENTER OF DUVAL CREEK; THENCE FOLLOWING THE CENTER OF DUVAL CREEK NORTH  $72^{\circ} 40'$  EAST 95.35 FEET; THENCE SOUTH  $83^{\circ} 10'$  EAST 97.4 FEET; THENCE SOUTH  $41^{\circ} 40'$  EAST 85.6 FEET; THENCE SOUTH  $16^{\circ} 51'$  WEST 124.82 FEET TO A POINT ON THE NORTH BOUNDARY OF THE BNRR RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY NORTH  $43^{\circ} 07'$  EAST 104.45 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED RIVERSIDE DRIVE; THENCE ALONG SAID BOUNDARY NORTH  $9^{\circ} 05'$  EAST 36.67 FEET; THENCE NORTH  $5^{\circ} 22'$  EAST 153.84 FEET; THENCE NORTH  $21^{\circ} 47'$  EAST 176.97 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 1 OF THE BILL BEARD SHORT PLAT, RECORDED DECEMBER 10, 1979 IN BOOK 2 OF SHORT PLATS, PAGE 146A AND 146B, AUDITOR'S FILE NO. 90048.

STATE OF WASHINGTON | 58  
COUNTY OF SKAMANIA | 58

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

*Shannon L. Miller*

OF *Miller Law Office*

AT *3102 P.M. December 19, 1980*

WAS RECEIVED IN BOOK

OF *Mtg* DATE *Dec 22-76*

RECORDS OF SKAMANIA COUNTY, WASHINGTON

*Shannon L. Miller*

*cc*

*J. Balmer*

(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 sound 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 my 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, as held, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as her fiduciary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no trustee 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 instrument may be extorted or deter the maturity of, and renew and re-schedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or the debt from liability to the Government, (c) release portions of the property and subordinate its lien and release one or more of its liens under this instrument, (d) and all this can and will be done without affecting the title or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the rate or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded 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 production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for short periods and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in substance, agree to pay the same and any indebtedness secured hereby and to give the Government such necessary title purchased in a cooperative lending program in connection with such loan.

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

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or caused by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of them be 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 under the note and any indebtedness to the Government hereby secured immediately due and payable, this for the account of Borrower and any payee; (b) expense, for removal of the deficiency of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said 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 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 HEARING AND THE GOVERNMENT WILL FOLLOW THOSE REGULATIONS.

(19) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property to provide I 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 bidder, 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 herewith.

(20) The procedure in foregoing 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 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) 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, including 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, Venetia, 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 shall 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 this 23 day of February, 1980

George W. Gardner

Georgene M. Gardner

#### ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF Skamania

On this day personally appeared before me the within-named George W. Gardner and Georgene M. Gardner, 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 25<sup>th</sup> day of February, 1980

(NOTARIAL SEAL)

Notary Public in and for the State of Washington

Residing at Stevenson

(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, sound, and unlike 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, subinstruments, 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: (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, (b) release any party who is liable under the note or the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any or all of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded 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 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 in any sums necessary to be purchased in a cooperative lending agency in conjunction 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 DEFAULT occur in the performance or discharge of any obligation in this instrument or agreed by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties 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 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 production of this instrument, without other evidence and without notice of hearing or said 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 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 STATED 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 herewith.

(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 paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of Borrower owing to or incurred by the Government, and (e) 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.

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BLOCK 57 PAGE 76

(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 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, inclusive or conjunctive, 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 shall 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 hands of Borrower this 28<sup>th</sup> day of February, 1980

George W. Gardner

Georgene M. Gardner

STATE OF WASHINGTON

COUNTY OF Skamania

} ACKNOWLEDGMENT

On this day personally appeared before me the within-named George W. Gardner and Georgene M. Gardner, 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.

Giveth this my hand and official seal this 28<sup>th</sup> day of February, 1980

(NOTARY SEAL)

Notary Public in and for the State of Washington

Residing at Stevenson

- (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 legallike 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 right 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 (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, (b) 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) cure any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt created by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded 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 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 competitive 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 owned by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared bankrupt or 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 production of this instrument, without other evidence and without notice or hearing of said 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 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 herewith.
- (20) The proceeds of foreclosure sale shall be applied in the following order in 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 paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens or 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 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.

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BOOK S7 PAGE 10

(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, including or consummating, 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 shall 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 this 28<sup>th</sup> day of September, 1980

George W. Gardner  
George W. Gardner

Georgene M. Gardner  
Georgene M. Gardner

STATE OF WASHINGTON  
COUNTY OF Skamania  
ss: ACKNOWLEDGMENT

On this day personally appeared before me the within named George W. Gardner and Georgene M. Gardner, 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 28<sup>th</sup> day of September, 1980

W. Stevenson  
Notary Public in and for the State of Washington

Residing at Stevenson