

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

Position 5

## REAL ESTATE DEED OF TRUST FOR WASHINGTON

(Rural Housing)

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

NANCY R. HOAK AND GARY A. HOAK, WIFE AND HUSBAND

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, is 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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
APRIL 9, 1981	44,500.00	13%	APRIL 9, 2014

The note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to Title V of the Housing Act of 1949; and

It is the purpose and intent of this instrument that, among other things, 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 note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity deed of trust to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) Borrower conveys and warrants to Trustee the following described

property situated in the State of Washington, County(ies) of SKAMANIA, which said described real property is not used principally for agricultural or farming purposes:

LOT 8, BLOCK 3 PLAT OF RELOCATED NORTH BONNEVILLE, RECORDED IN BOOK "B" OF PLATS PAGE 9, UNDER SKAMANIA COUNTY FILE NO. 83446, ALSO RECORDED IN BOOK "B" OF PLATS, PAGE 25, UNDER SKAMANIA COUNTY FILE NO. 84429, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Registered  
Indexed, Dir. ☒  
Correct ☒  
File ☒  
Mailed ☒



STATE OF WASHINGTON ) SS  
 COUNTY OF KIMBERLY )  
 I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Kimberly County Title Co

OF Stevenson, Mo

AT 9:45 AM April 10, 1961

W 57

O my 839

RECORD OF KIMBERLY COUNTY WASH.

D J Messenger

E. Mayford DEPUTY

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, 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 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 Borrower 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 Borrower's 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 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 husbandlike 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 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, accept, partial release, subordination, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, when it may deem it in the best interest of the Government, and may, at its discretion, release portions of the property from and subdivide the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability of the Government or Borrower to any other party for payments of the note or indebtedness secured hereby, except as provided by the Government.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a bank, credit association, a Federal land bank, or other cooperative or private credit agency, it is possible that such loan or loans for similar purposes and purposes of like character will, upon the Government's request, serve for all or part of the loan or loans in sufficient amount to pay the note and interest secured hereby and to pay any other indebtedness to be purchased in a cooperative lending agency, or to constitute such loan.

(16) No lien hereunder shall constitute a lien on any other real estate, or under the personal property of the borrower, except as held or insured by the Government and secured or assumed by Borrower, and no lien under or on such other security instrument shall constitute a lien hereunder.

(17) **DEFAULT.** BORROWER'S PERFORMANCE OR DISCHARGE OF ANY OBLIGATION ON THIS INSTRUMENT IS DEPENDENT UPON HIS PAYMENT OF THE NOTE AND COMPLYING WITH THE PROVISIONS HEREOF. BORROWER SHALL BE DEEMED TO HAVE DEFAULTED IF HE: (a) fails to pay the note or make an assignment of the property hereunder, the Government, in its discretion, without notice or delay, (b) declares the entire amount unpaid under the note and any indebtedness to the Government, (c) fails to immediately pay and pay the (b) for the amount the Borrower incur and pay reasonable attorney's fees and the maintenance of (a) take possession of, or cause or permit the possession of, the property, (d) 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 use of powers of sale as in like cases, and (e) fail to re-aquire the property, or to close this instrument and sell the property as provided by law.

(18) **WARRANTY.** THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE 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 certificate 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: (a) payment of all costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior lien claimed by a senior lienholder, (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 paid, (e) at the Government's option, any other indebtedness of Borrower owing to or secured by the Government, and (f) any balance to Borrower. In case the Government is the insured holder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by assuming such property or any debt of Borrower owing to or secured 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 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 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 discards, 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 its express provision hereof.

(25) Notices given by recorder 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 will execute trust instrument 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 actual 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 hand(s) of Borrower this 9TH day of APRIL, 1981

*Nancy R. Hoak*  
NANCY R. HOAK

*Gary A. Hoak*  
GARY A. HOAK

STATE OF WASHINGTON

COUNTY OF SKAMMIA

ACKNOWLEDGMENT

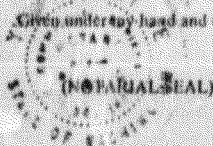
On this day personally appeared before me the within name NANCY R. HOAK AND GARY A. HOAK,

WIFE AND HUSBAND

, 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 9TH day of APRIL, 1981



*Therese M. 1981*  
Notary Public in and for the State of Washington

Residing at STEVENSON