139874	ROOM 205 P/ St 106
	FILE OF THE STORY
	By Formania Co. to
AFTER RECORDING MAIL TO:	180 11 12 an 62 400
Name Allen, Phyllis and Richard Lovejoy	Dic 11 12 25 fri '00
Address 895 Alvina St. So.	2 Lowry
	GARY H. CLSON
City/State_Salem, OR, 97036	
- SCA 23689	
Deed of Trust	,
(For Use in the State of Washington Only)	First American Title Insurance Company
THIS DEED OF TRUST, made this 11 thay of December	S. Company
19 2000 BETWEEN SAMMY DAVIS AND DEBRA F. DAVIS	
HUSBAND AND WIFE	4 4 9
GRANTOR,	
whose address is 16612 NE 142nd Ave. Brush Prairie, WA. 98606	
and FIRST AMERICAN TITLE INSURANCE COMPANY, a California	(this space for title company use only)
is PO BOX 277/ 41 Russell Street, Stevenson WA.	corporation as TRUSTEE, whose address
AND ALLEN D. LUVEJUY AND PRYELIS J. LOVEJOY, HUSBANI	AND WIFE, AND RICHARD O
BENEFICIARY NOS address in 895 Alvina St. So. Sal	lem OR. 97306
	ains cells and conveye to Toutes in T-
with power of sale, the following described real property inSkan	County, Washington:
Lot I Marble Mountain Retreat, according to the rec	
in Book B of Plats, Page 5, in the County of Skamar	nia, State of Washington
	The state of the s
	Pag-tieres
	वर्तनार कि
41	17.68
Assessor's Property Toy D 144	
Assessor's Property Tax Parcel/Account Number(s): 07~06-18-4-0-	-0301-00
which real property is not used principally for agricultural or farming purposes, to and appurtenances now or hereafter the reunto balancing on in farming purposes.	gether with all the tenements, hereditaments,
and appurtenances now or hereafter thereunto belonging or in any wise appertain.  This deed is for the purpose of securing performance of each agreement of grantor  FIVE THOUSAND DOLLARS AND NO CENTS.	
FIVE THOUSAND DOLLARS AND NO CENTS	nerem contained, and payment of the sum of
	Dallarit
with the test, in accordance with the terms of a promissory note of even data have a	Dollars (\$ 5,600.00
of their successors of assigns, logether with interest	thereon at such rate as shall be agreed upon.
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To prefect the security of this Deed of Trust, Grantor covenants and agrees

- 1. To keep the property in good condition and repair; to permit no waste thereof, to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
- 2. To pay before delinquent all lawful taxes and assessments upon the property to keep the property free and clear of all other charges or encumbrances impairing the security of this Deed of Trust.
- A. To keep all buildings now or hereafter effected on the property described herein continuously insured against loss by fire or other hazards in an amount not lebs than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interes, may appear and then to the Granter. The amount collected under any insurance policy may be applied upon any indebtedness bereby secured in such order as the Beneficiary, shall determine foreclosure, all rights of the Granter in insurance policies then in force shall pay to the purchaser at the foreclosure sale.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and atterney's fees actually incurred as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, hens, encurabrances or other charges against the property hereinabove described. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the rote secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

## IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an entinent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum secured hereby after its due date. Beneficiary does not waive its right to require prempt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Benefitiary. In such event and upon written request of Benefitiary. Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may hid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's feet (2) to the obligation secured by this Deed of Trust. (3) the surplus, if any,
- 5. Trustee shall deliver to the purchaser at the safe its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the feets showing that the safe was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facile evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive re-Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- This the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the morfage records of the county in which this Deed of Trust is recorded, the successor trustee shall be record with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by
- 8. This Deed of Trust applies to, incres to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named in Beneficiary herein.

SAMMY DAVIS Dubrat Dans DEBRA F. DAVIS

## REQUEST FOR FULL RECONVEYANCE. Do not record. To be used only when note has been paid

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be definered to the Trustee for cancellation before LPB-22 (11/96)

page 2 of 2

STATE OF WASHINGTON. 355	ACKNOWLEDGMENT - Individual
County of Clark	:
On this day personally appeared before meSA	MAY DAVIS and DEBRA F. DAVIS
	to me known
to be the individuality) described in and who executed the	within and foregoing instrument, and a knowledged that they
free and	voluntary act and deed, for the uses and purposes therein mentioned
GIVEN under my hand and official seal this	6th dayor DEXEMBER, 2000 XXXX
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5 8 NOTATE OF	
RAIL S	O vario ( Micay O
18.02	Nexasy of and for the Strong Washington
Masterist	" Battle Chound
Millian	My appointment expires 119 1002
STATE OF WASHINGTON.	10VV SUE GROUP
County of SS	ACKNOWLEDGMENT - Corporate
On this day of	before me the undersigned, a Notary Public in and for the State of
Washington, duly configurationed and sworm personal	
	to me known to be the
	ary, respectively, of
act and deed of said corporation, for the uses and purposes	therein mentioned and on outher to take a
authorized to execute the said instrument and that the	Maffixed (if any) is the corporate seal of said corporation
Witness my hand and official seal hereto affixed th	se day and year first above written.
<b>.</b>	
//	
g 1	Notary Public in and for the State of Workington.
· 'b.	residing at
WA-16A (11/96)	My appointment expires
6.	
nis jurat is page of and is attached to	dated