

150347

BOOK 250 PAGE 708

AFTER RECORDING MAIL TO:

KeyBank National Association, Trustee of the Melvin &
Aileen Merz Survivor Trust under Agreement dated June
24, 1975
1211 SW 5th Ave, Suite 560
Portland, OR 97204

SKAMANIA CO. TITLE

SEP 15 3 30 PM '03
D. Jermann
J. 187

Filed for Record at Request of:
First American Title Insurance Company



First American Title
Insurance Company

DEED OF TRUST

(For use in the State of Washington only)

File No: 4282-256977 (SMT)

Date: September 18, 2003

Grantor(s): Paul Merz, a single man and Joy Davis, a single woman
Grantee(s): KeyBank National Association, Trustee of the Melvin & Aileen Merz Survivor Trust
under agreement dated June 24, 1975

Trustee: First American Title Insurance Company, a Corporation

Abbreviated Legal: SE 1/4 SEC 30 T2N R10E

Additional Legal on page: 6

Assessor's tax parcel/Account No: 02-05-30-0-0-1811-00

02-05-30-0-0-1800

THIS DEED OF TRUST, made this Eighteenth day of September, 2003, between Paul Merz, a single man and Joy Davis, a single woman, as GRANTOR(S), whose address is 620 SE 168 Avenue, Vancouver, WA 98684, and First American Title Insurance Co., a Corporation, as TRUSTEE, whose address is 16701 SE Mc Gillivray Blvd, Ste 100, Suite 100, Vancouver, WA 98683, and KeyBank National Association, Trustee of the Melvin & Aileen Merz Survivor Trust under agreement dated June 24, 1975, as BENEFICIARY, whose address is 1211 SW 5th Ave, Suite 560, Portland, OR 97204.

WITNESSETH: Grantor(s) hereby bargain(s), sell(s) and convey(s) to Trustee in trust, with power of sale, the following described property in Skamania County, Washington:

See attached exhibit 'A'

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

A.P.N.:

Deed of Trust - continued

File No.: 4282-256977 (SMT)

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This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of **one hundred seventy five thousand dollars (\$175,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep said 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, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described hereon continuously insured against loss by fire or other hazards in an amount not less 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 interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass 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 attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, 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 note 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 eminent 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.

A.P.N.:

Deed of Trust - continued

File No.: 4282-256977 (SMT)

Date: September 18, 2003

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt 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(s) 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(s) 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 Beneficiary. In such event and upon written request of Beneficiary, 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 bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
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 remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In 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 mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested 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 an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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 as Beneficiary herein.


Paul Merz
Joy Davis

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A.P.N.:

Deed of Trust - continued

File No.: 4282-256977 (SMT)

Date: September 18, 2003

STATE OF Washington)

COUNTY OF Clark)

) ss

I certify that I know or have satisfactory evidence that **Paul Merz and Joy Davis**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

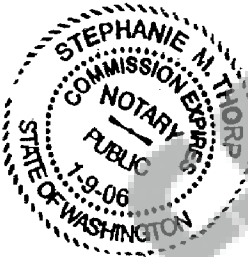
Dated: Sept. 18, 2003

Stephanie M. Thorp
Stephanie M. Thorp

Notary Public in and for the State of Washington

Residing at: Camas

My appointment expires: 1-9-06



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A.P.N.:

Deed of Trust - continued

File No.: 4282-256977 (SMT)
Date: September 18, 2003

(Do Not Record)

REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the Note and this Deed of Trust.

To: TRUSTEE

The undersigned is the legal owner and holder of the note and all 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 evidences 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.

Mail Reconveyance to:

Dated: _____

By _____

By _____

By _____

By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee before cancellation will be made.

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EXHIBIT 'A'

A tract of land in the Southeast Quarter of Section 30, Township 2 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the Baldwin Short Plat, recorded in Book 3 of Short Plats, Page 426, Skamania County Records.

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EXHIBIT 'A'

A tract of land in the Southeast Quarter of Section 30, Township 2 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Baldwin Short Plat, recorded in Book 3 of Short Plats, Page 426, Skamania County Records.