

AFTER RECORDING MAIL TO:

Name: CHAL R. LeTOURNEAU, VICE PRESIDENT

KEYBANK NATIONAL ASSOCIATION

Address: 1211 SW Fifth Ave., Suite 560

City, State, Zip: Portland, OR 97204

Filed for Record at Request of: KEYBANK NATIONAL ASSOCIATION, TRUSTEE OF THE MELVIN AND AILEEN MERZ RESIDUAL TRUST under Agreement dated June 24, 1975

SCR 26504

### DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 10 of <sup>FEBRUARY</sup> ~~January~~, 2004, between PAUL E. MERZ, a single man, and JOY E. DAVIS, a single woman, GRANTORS, whose address is 620 SE 168th Ave., Apartment 111, Vancouver, Washington 98684, SKAMANIA COUNTY TITLE COMPANY, TRUSTEE, whose address is 41 Russell Street, P.O. Box 277, Stevenson, Washington 98648, and KEYBANK NATIONAL ASSOCIATION, TRUSTEE OF THE MELVIN AND AILEEN MERZ TRUST under Agreement dated June 24, 1975, BENEFICIARY, whose address is 1211 SW Fifth Ave., Suite 560, Portland, OR 97204,

WITNESSETH: Grantors hereby bargain, sell, and convey to Trustee in trust, with power of sale, the following described real property in Clark County, Washington:

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:

Lots 1 and 2 of the Baldwin Short Plat, recorded in Book 3 of Short Plats, Page 426, Skamania County Records.

Assessor's Property Tax Parcel/Account Number: 02-05-30-0-0-1800  
1811

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.

This deed is for the purpose of securing performance of each agreement of Grantors herein contained, and payment of the sum of ONE HUNDRED THIRTY-FIVE THOUSAND Dollars (\$135,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantors, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of 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, Grantors covenant and agree:

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, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein 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 Grantors. 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 Grantors 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 Grantors 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.
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 Grantors 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 Grantors 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 the 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 Grantors 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 Grantors, 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.

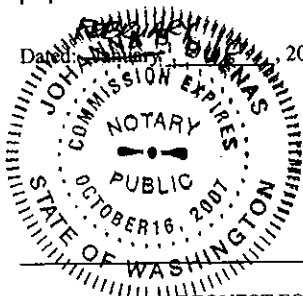
Paul E. Merz  
PAUL E. MERZ

Joy E. Davis  
JOY E. DAVIS

STATE OF ~~OREGON~~ WASHINGTON )  
COUNTY OF ~~MULTNOMAH~~ CLALLAM )-ss

I certify that I know or have satisfactory evidence that PAUL E. MERZ and JOY E. DAVIS are the persons who appeared before me, said persons acknowledged that 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 October 16, 2004.



Johanna P. Diemas  
Notary Public in and for the state of ~~Oregon~~ WASHINGTON

My appointment expires: OCTOBER 16, 2007

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, 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 to deliver to you 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.

Dated: \_\_\_\_\_

Filed & Recorded in Official Records of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$20.00

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DOC # 2004152007  
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