

Return Address:  
OLD REPUBLIC TITLE  
530 South Main Street  
Suite 1031  
Akron, OH 44311

Order # 01-12066458-04R

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet**  
(RCW 65.04)

<b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)  SHORT FORM OPEN-END DEED OF TRUST	
<b>Reference Number(s) of Documents assigned or released:</b>  Additional reference #'s on page _____ of document	
<b>Grantor(s)</b> (Last name, first name, initials)  THE LORI LIVINGSTON LIVING FAMILY TRUST DATED JULY 14, 2011  LORI LIVINGSTON, TRUSTEE	
<b>Grantee(s)</b> (Last name first, then first name and initials)  GRANTEE: KEYBANK NATIONAL ASSOCIATION TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY	
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)  THE COUNTY OF SKAMANIA, IN THE STATE OF WASHINGTON NW ¼, SE ¼, GOV LTS 3 AND 4, S29, T3N, R8E, W.M. <span style="float: right;">full Ex A</span>	
<b>Assessor's Property Tax Parcel/Account Number</b>  03082900120000 / 03082900090200	<b>Assessor Tax #</b> not yet assigned
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

~~After Recording Return To:~~

KeyBank National Association  
Old Republic Title Residential Information Services  
P. O. Box 16430  
Boise, ID 83715

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
530 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311

12 066458-4R [Space Above This Line For Recording Data]

## SHORT FORM OPEN-END DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below and in the Master Form.

"Master Form" means that certain Master Form Open-End Deed of Trust recorded in the Office of the Recorder on 02/10/10, in Book/Volume \_\_\_\_\_ at Page(s) \_\_\_\_\_ or Recording No. 2010174875, for land situate in the County of SKAMANIA

"Borrower" is

THE LORI LIVINGSTON LIVING FAMILY TRUST DATED JULY 14, 2011

LORI LIVINGSTON, TRUSTEE

The Borrower's address is 3451 NE ALAMEDA ST  
PORTLAND, OR 97212

Borrower is the trustor or Grantor under this Security Instrument.

"Lender" is KeyBank National Association

4910 Tiedeman Road, Suite B, Brooklyn, OH 44144

Lender is the beneficiary or Grantee under this Security Instrument.

"Property" means the property that is described below under the heading "Transfer of Rights in the Property," which includes the real property located at:

47802 STATE HWY 14 CARSON, WA 98610

("Property Address"), which is also located in [include lot, block, plat name, section-township-range, as appropriate]:

the County of SKAMANIA, in the State of Washington

~~S29, T3N, R8E~~ NW 1/4 SE 1/4 Gov Lots 3 and 4, S29, T3N, R8E, W.M.

and as may be more fully described in Schedule A (see, Page 4). The Assessor's Tax Parcel or Account Number for this property is: 03082900120000 / 03082900090200

"Security Instrument" means this document, which is dated 06/13/12, together with all Riders to this document.

"Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.

"Trustee" is

FIRST AMERICAN TITLE INSURANCE COMPANY  
2101 FOURTH AVE SUITE 800  
SEATTLE, WA 98121

**“Debt Instrument”** means the loan agreement or other credit instrument signed by Borrower and dated the same day as this Security Instrument. The Debt Instrument evidences amounts Borrower owes Lender, or may owe Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$ 250,000.00 plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than the Maturity Date, which is 06/13/2047.

**“Loan”** means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located at the address provided above.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.”

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

INCORPORATION OF MASTER FORM PROVISIONS

Definitions in the Master Form that are not set forth above and Section 1 through and including Section 23 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference) and in any Rider executed by Borrower and recorded with it.

BORROWER:

 TTEE  
LORI LIVINGSTON, TRUSTEE

BORROWER:

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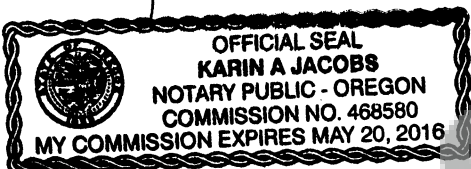
STATE OF WASHINGTON

CITY/COUNTY OF Skamania

I certify that I know or have satisfactory evidence that Lori Livingston,  
Trustee

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 13, 2012



Karin A. Jacobs  
Notary Public  
Vice President

Title  
My Appointment expires: 5-20-16

STATE OF WASHINGTON

CITY/COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title  
My Appointment expires: \_\_\_\_\_

STATE OF WASHINGTON

CITY/COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public

(Seal or Stamp)

\_\_\_\_\_  
Title  
My Appointment expires: \_\_\_\_\_

**THIS INSTRUMENT PREPARED BY:** KeyBank National Association / Kristy Young

**Schedule A**

SEE ATTACHED EXHIBIT A

**Schedule B**

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

Reference Number: 120761259540C

**EXHIBIT "A"****LIVINGSTON, LORI 120761259540C**

SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON:  
A TRACT OF LAND WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOTS 3 AND 4 OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, AND LOT 4 OF SHORT PLATS, RECORDED IN BOOK "1" OF SHORT PLATS, PAGE 61, RECORDS OF SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 29 WHICH LIES SOUTH 0 DEG 57 MIN 17 SEC WEST 990.02 FEET FROM THE EAST QUARTER CORNER THEREOF; THENCE CONTINUING SOUTH 0 DEG 57 MIN 17 SEC WEST, 41.60 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE BURLINGTON NORTHERN-SANTA FE RAILROAD COMPANY (BNSF) RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY TO AN INTERSECTION WITH THE GOVERNMENT MEANDER LINE, THE CHORD OF WHICH BEARS SOUTH 71 DEG 49 MIN 21 SEC WEST, 16.54 FEET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG SAID MEANDER LINE THROUGH THE FOLLOWING COURSES, TO WIT: SOUTH 19 DEG 20 MIN 30 SEC WEST, 511.44 FEET; SOUTH 11 DEG 50 MIN 30 SEC WEST, 504.90 FEET; THENCE SOUTH 47 DEG 20 MIN 30 SEC WEST, 5.40 FEET TO A POINT; THENCE NORTH 77 DEG 41 MIN 47 SEC WEST, 520.47 FEET TO A POINT ON THE SHORELINE OF THE BONNEVILLE POOL; THENCE NORTH 78 DEG 56 MIN 37 SEC WEST, 155.66 FEET ALONG THE BASE OF A BLUFF TO A POINT; THENCE NORTH 16 DEG 29 MIN 54 SEC EAST, 108.52 FEET TO A POINT; THENCE NORTH 01 DEG 18 MIN 39 SEC WEST, 126.93 FEET TO A POINT; THENCE NORTH 16 DEG 29 MIN 54 SEC EAST, 124.74 FEET TO A POINT; THENCE NORTH 42 DEG 23 MIN 33 SEC EAST, 88.89 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BNSF RIGHT OF WAY (HEREINAFTER CALLED POINT A); THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY 922 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, THE CHORD OF WHICH BEARS NORTH 62 DEG 32 MIN 44 SEC EAST, 918.42 FEET; PLUS THE FOLLOWING DESCRIBED PARCEL, TO WIT: COMMENCING AT THE HEREINABOVE DESCRIBED POINT A; THENCE NORTH 75 DEG 13 MIN 29 SEC WEST, 272.84 FEET TO A POINT ON THE NORTH LINE OF THE BNSF RIGHT OF WAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY 507 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF SAID GOVERNMENT LOT 4, THE CHORD OF WHICH BEARS NORTH 57 DEG 16 MIN 48 SEC EAST, 503.08 FEET; THENCE NORTH 0 DEG 57 MIN 57 SEC EAST, 17.61 FEET TO THE SOUTH LINE OF SR 14 RIGHT OF WAY; THENCE IN A WESTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE OF VARIABLE WIDTH A DISTANCE OF 1613 FEET, MORE OR LESS, TO A POINT, THE CHORD OF WHICH BEARS NORTH 89 DEG 33 MIN 02 SEC WEST, 1406.87 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON A BEARING SOUTH 77 DEG 50 MIN 50 SEC EAST, 792.41 FEET TO A POINT; THENCE SOUTH 58 DEG 02 MIN 32 SEC EAST, 249.80 FEET TO THE POINT OF BEGINNING.

TAX ID NO: 03082900250081, 03082900120000