

**AFTER RECORDING RETURN TO:**

Steven R. Bennett  
Farleigh Wada Witt  
121 SW Morrison St Ste 600  
Portland OR 97204

**DEED OF TRUST**

Grantor:	Michael Jay LaVoie
Beneficiary:	Mikko Dawn LaVoie
Grantee/Trustee:	Lawyers Title Company
Legal Description:	See Exhibit A
Assessor's Tax Account Number	01051120030400

THIS DEED OF TRUST made effective February 17, 2014, between Michael Jay LaVoie, Grantor, whose address is 202 Beverly Road, Washougal, Washington 98671; Lawyers Title Company, Trustee, whose address is 121 SW Morrison Street, Suite 500, Portland, OR 97204; and Mikko Dawn LaVoie, Beneficiary, whose address is 1260 SW 66<sup>th</sup> Ave., Apt 5301, Portland, OR 97225.

WITNESSETH: Grantor(s) hereby bargain(s), sell(s) and convey(s) to Trustee in trust, with power of sale, the real property commonly known as 202 Beverly Road, Washougal, Washington, more particularly described in Exhibit A attached hereto (the "Marital Residence"), in Skamania County, Washington; which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits, of the property.

This Deed of Trust is for the purpose of securing performance of Grantor's obligations under Section 8 of that certain Stipulated General Judgment of Dissolution of Marriage, filed in Case # C131959DRD in Washington County Circuit Court located in Hillsboro, Oregon, requiring Grantor to pay, indemnify, and hold Beneficiary harmless from all liabilities related to the Marital Residence, both known and unknown, including but not limited to: the mortgage, all utilities, property taxes, insurance, and any tort liability.

DUE DATE: The above-described obligations secured by this Deed of Trust continue until such time as the Marital Residence is sold by Grantor and all of Grantor's obligations to Beneficiary under Section 8 of the above-referenced Stipulated General Judgment have been fully performed.

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

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 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.

3. 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.

4. Should Grantor convey, sell, assign, refinance, permit a foreclosure or sell any interest in the Marital Residence, then all amounts owing under Section 8 of the above-referenced Stipulated General Judgment, including any accrued interest, shall become immediately due and payable.

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 the Beneficiary to be applied to said obligation.

2. By accepting payment of any sums 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 a 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 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 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; (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 the execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of the 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 encumbrances 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 any 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 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.

Michael J. Vor

Michael Jay LaVoie, Grantor

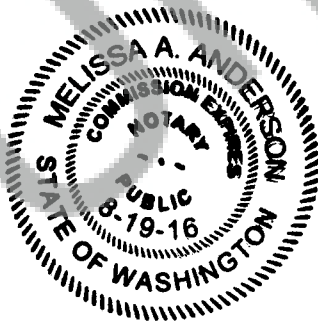
STATE OF WASHINGTON )  
 ) ss.  
County of SKAMANIA )

On this 18<sup>th</sup> day of February 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Jay LaVoie, the person that executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Meli A. Anderson

NOTARY PUBLIC of Washington

My commission expires: 8-19-16



REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when obligation have been fully performed.

TO: TRUSTEE

The undersigned is the legal Beneficiary and party to whom Grantor's obligations are secured by the within Deed of Trust. Said obligations together with all other indebtedness secured by said Deed of Trust, have 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 all 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: \_\_\_\_\_

Beneficiary

\_\_\_\_\_  
Mikko Dawn LaVoie

EXHIBIT A

**Legal Description for 202 Beverly Road, Washougal, Washington 98671**

Lot 3 of the Beverly Short Plat, recorded in Book "3" of the SHORT PLATS, page 223, records of Skamania County, Washington.

Unofficial  
Copy