

Return To:
SOLIDIFI U.S INC.
1671 Park Rd. #2
Ft. Wright, KY 41011-9901

DF692884

[Space Above This Line For Recording Data] 25081148

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 10/17/2013, in Book/Volume at Page(s) or Recording No. 2013002282, for land situate in the County of SKAMANIA

“Borrower” is
THE LORI LIVINGSTON TRUST DATED 7/14/11

LORI LIVINGSTON, TRUSTEE

The Borrower’s address is 47802 STATE HWY 14
STEVENSON, WA 98648

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 STEVENSON, WA 98648

(“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

PTN NW 1/4 GOVT LTS 3-4 SEC 29, T3N, R8E WM DEED 2016002623

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 / 00090200 / 00250080 / 00250081

“Security Instrument” means this document, which is dated 02/02/17, 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 02/02/2047.

“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 seised 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:  

ROBERT LIVINGSTON TRUSTEE

BORROWER: _____

BORROWER: _____

BORROWER: _____

BORROWER: _____

BORROWER: _____

BORROWER:

BORROWER:

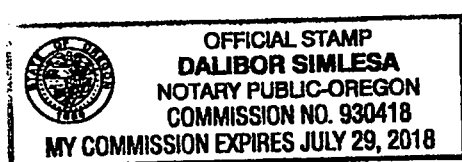
STATE OF WASHINGTON Oregon
CITY/COUNTY OF Multnomah

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

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: February 2 2017

[Signature]
Notary Public
Notary Public
Title
My Appointment expires: 7/29/2018



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

Title
My Appointment expires: _____

(Seal or Stamp)

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: 163491040160C

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 3

Account #: 25081148
 Order Date : 01/17/2017
 Reference : 163491040160C
 Name : LORI LIVINGSTON
 Deed Ref : 2016002623

Index #:
 Registered Land:
 Parcel #: 03082900090200
 03082900120000
 03082900250080
 03082900250081

SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO-WIT:

PARCEL I 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 DESCRIBED AS FOLLOWS: LOT 4 OF SHORT PLATS, RECORDED IN BOOK "1" OF SHORT PLATS, PAGE 61, RECORDS OF SKAMANIA COUNTY, WASHINGTON; AND ALL THAT PORTION OF SAID GOVERNMENT LOT 3 AND THE WEST HALF OF GOVERNMENT LOT 4, WHICH LIE ADJACENT TO AND SOUTHERLY OF THE SOUTH LINE OF SR 14 RIGHT OF WAY AND ADJACENT TO AND NORTHERLY OF THE NORTH LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD COMPANY RIGHT OF WAY; PLUS ALL THAT PORTION OF SAID GOVERNMENT LOTS 3 AND 4 WHICH LIE ADJACENT TO AND SOUTHERLY OF THE BURLINGTON NORTHERN SANTA FE RAILROAD COMPANY RIGHT OF WAY.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL, TO-WIT: COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 29 WHICH LIES SOUTH 0 DEG. 57'17" WEST 990.02 FEET FROM THE EAST QUARTER CORNER THEREOF; THENCE CONTINUING SOUTH 0 DEG. 57'17" 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. 49'21" 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. 20'30" WEST, 511.44 FEET; SOUTH 11 DEG. 50'30" WEST, 504.90 FEET; THENCE SOUTH 47 DEG. 20'30" WEST, 5.40 FEET TO A POINT; THENCE NORTH 77 DEG. 41'47" WEST, 520.47 FEET TO A POINT ON THE SHORELINE OF THE BONNEVILLE POOL; THENCE NORTH 78 DEG. 56'37" WEST, 155.66 FEET ALONG THE BASE OF A BLUFF TO A POINT; THENCE NORTH 16 DEG. 29'54" EAST, 108.52 FEET TO A POINT; THENCE NORTH 01 DEG. 18'39" WEST, 126.93 FEET TO A POINT; THENCE NORTH 16 DEG. 29'54" EAST, 124.74 FEET TO A POINT; THENCE NORTH 42 DEG. 23'33" 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. 32'44" EAST, 918.42 FEET;

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL, TO WIT: COMMENCING AT THE HEREINABOVE DESCRIBED POINT A; THENCE NORTH 75 DEG. 13'29" 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. 16'48" EAST, 503.08 FEET; THENCE NORTH 0 DEG. 57'57" 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. 33'02" WEST, 1406.87 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON A BEARING OF SOUTH 77 DEG. 50'50" EAST, 792.41 FEET TO A POINT; THENCE SOUTH 58 DEG. 02'32" EAST, 249.80 FEET TO THE POINT OF BEGINNING.



EXHIBIT "A" LEGAL DESCRIPTION

Page: 2 of 3

Account #: 25081148
 Order Date : 01/17/2017
 Reference : 163491040160C
 Name : LORI LIVINGSTON
 Deed Ref : 2016002623

Index #:
 Registered Land:
 Parcel #: 03082900090200
 03082900120000
 03082900250080
 03082900250081

ALSO EXCEPT THAT PORTION CONVEYED TO CHARLES SEWARD BY DEED RECORDED IN BOOK 175, PAGE 978.

PARCEL II 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. COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 29 WHICH LIES SOUTH 0 DEG. 57'17" WEST 990.02 FEET FROM THE EAST QUARTER CORNER THEREOF; THENCE CONTINUING SOUTH 0 DEG. 57'17" 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. 49'21" 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. 20'30" WEST, 511.44 FEET; SOUTH 11 DEG. 50'30" WEST, 504.90 FEET; THENCE SOUTH 47 DEG. 20'30" WEST, 5.40 FEET TO A POINT; THENCE NORTH 77 DEG. 41'47" WEST, 520.47 FEET TO A POINT ON THE SHORELINE OF THE BONNEVILLE POOL; THENCE NORTH 78 DEG. 56'37" WEST, 155.66 FEET ALONG THE BASE OF A BLUFF TO A POINT; THENCE NORTH 16 DEG. 29'54" EAST, 108.52 FEET TO A POINT; THENCE NORTH 01 DEG. 18'39" WEST, 126.93 FEET TO A POINT; THENCE NORTH 16 DEG. 29'54" EAST, 124.74 FEET TO A POINT; THENCE NORTH 42 DEG. 23'33" 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. 32'44" EAST, 918.42 FEET;

PLUS THE FOLLOWING DESCRIBED PARCEL, TO WIT: COMMENCING AT THE HEREINABOVE DESCRIBED POINT A; THENCE NORTH 75 DEG. 13'29" 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. 16'48" EAST, 503.08 FEET; THENCE NORTH 0 DEG. 57'57" 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. 33'02" WEST, 1406.87 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON A BEARING OF SOUTH 77 DEG. 50'50" EAST, 792.41 FEET TO A POINT; THENCE SOUTH 58 DEG. 02'32" EAST, 249.80 FEET TO THE POINT OF BEGINNING.

ABBREVIATED LEGAL: PTN NW 1/4 SE 1/4 GOVT LTS 3-4 SEC 29, T3N, R8E WM DEED 2016002623 PARCELS 03082900120000, 03082900090200, 03082900250080 AND 03082900250081

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING,



EXHIBIT "A" LEGAL DESCRIPTION

Page: 3 of 3

Account #: 25081148
Order Date : 01/17/2017
Reference : 163491040160C
Name : LORI LIVINGSTON
Deed Ref : 2016002623

Index #:
Registered Land:
Parcel #: 03082900090200
03082900120000
03082900250080
03082900250081

BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2016002623, OF THE SKAMANIA COUNTY, WASHINGTON RECORDS.

