

1 **RETURN TO:**
2 **CHANCEY C. CROWELL**
3 **POST OFFICE BOX 2866**
4 **WENATCHEE, WA 98807**



201104200018
Skagit County Auditor

4/20/2011 Page 1 of 7 10:30AM

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13 **DEED OF TRUST**
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15 **Grantor:** Jennifer L. Glyzinski, a single woman.
16 **Grantee:** Wilbert Salmi and Anne Salmi, husband and wife.
17 **Abbrev. Legal Desc.:** A portion of Section 1, Township 34 North, Range 4, E.W.M.,
18 Skagit County, Washington. Additional legal description located on Pages 1 and 2.
19 **Tax Parcel No.** P74939
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22 THIS DEED OF TRUST made between Jennifer L. Glyzinski, a single woman,
23 hereinafter referred to as "Grantor", whose address is 786 West Road, Sedro Woolley, WA
24 98284 and Chancey C. Crowell, Trustee, whose address is P.O. Box 2866, Wenatchee,
25 Washington, 98807-2866, and Wilbert Salmi and Anne Salmi, husband and wife,
26 hereinafter referred to as "Beneficiary", whose address is 20243 NE Novelty Hill Rd.,
27 Redmond, WA 98053.

28 WITNESSETH; Grantor hereby bargains, sells, and conveys to Trustee in trust,
29 with power of sale the following described real property in the County of Skagit, State of
30 Washington:

31 NAYLOR'S CENTRAL TO CLEAR LAKE, LOT 20, TOGETHER WITH
32 ADJACENT AND ABUTTING UNOPENED VACATED ROAD RIGHT-OF-
33 WAY PER SKAGIT COUNTY CONTRACT NUMBER C20030466, RECORDED
34 UNDER AF#200311070105, DESCRIBED AS FOLLOWS: LOCATED IN THE
35 SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST,

DEED OF TRUST - 1

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Attorney at Law
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1 W.M., UNOPENED COUNTY RIGHT-OF-WAY, SOUTH OF MUD LAKE
2 ROAD AND WEST OF STATE ROUTE 9, APPROXIMATELY 295 FEET BY 16
3 FEET IN THE EAST-WEST DIRECTION BORDERED BY LOTS 15 AND 16
4 AND ENDING AT LOTS 10 & 21, AND 280 FEET BY 16 FEET IN THE
5 NORTH-SOUTH DIRECTION BY LOTS 9 AND 10 AND ENDING AT LOTS 1
6 & 21. THAT PORTION OF NAYLOR'S CENTRAL ADDITION TO CLEAR
7 LAKE FILED IN VOLUME 4 OF PLATS AT PAGE 18, RECORDS OF SKAGIT
8 COUNTY, STATE OF WASHINGTON.

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

12 This deed is for the purpose of securing performance of each agreement of Grantor
13 herein contained, and payment of the sum of THIRTY SEVEN THOUSAND FIVE
14 HUNDRED AND NO/100 DOLLARS (\$37,500.00), with interest in accordance with the
15 terms of the promissory note of even date herewith payable to Beneficiary or order, and
16 made by Grantor, and all renewals, modifications, and extensions thereof, and also such
17 further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their
18 successors or assigns, together with interest thereon at such rate as shall be agreed on.

19 To protect the security of this Deed of Trust, Grantor agrees:

20 Repair; Waste; No Illegal Use. To keep the property in good condition and repair,
21 including but not limited to landscape maintenance, interior and exterior maintenance and
22 keeping the property free of waste and debris; to permit no waste thereof; to complete any
23 building, structure, or improvement being built or about to be built thereon; to restore
24 promptly any building, structure, or improvement thereon that may be damaged or
25 destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and
26 restrictions affecting the property.

DEED OF TRUST - 2

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1 Taxes; Assessments; Encumbrances. To pay before delinquent all lawful taxes and
2 assessments on the property; to keep the property free and clear of all other charges, liens,
3 or encumbrances impairing the security of this Deed of Trust.

4 Insurance. To keep all improvements now existing or hereafter erected on the
5 property described herein insured against loss by fire or other hazards in an amount not less
6 than the total debt secured by this Deed of Trust.

7 All policies shall include a standard mortgagee clause. Beneficiary may demand
8 proof of insurance.

9 Unless Beneficiary and Grantor otherwise agree in writing, insurance proceeds shall
10 be applied to restoration or repair of the property damaged, provided such restoration or
11 repair is economically feasible and the security of this Deed of Trust is not thereby
12 impaired. If such restoration or repair is not economically feasible or if the security of this
13 Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums
14 secured by this Deed of Trust, with the excess, if any, paid to Grantor.

15 Unless Beneficiary and Grantor otherwise agree in writing, any application of
16 proceeds to principal shall not extend or postpone the due date of the next payment or
17 change the amount of such payment.

18 Attorney Fees. To defend any action or proceeding purporting to affect the security
19 hereof or the rights or powers of Beneficiary or Trustee, and to pay all expenses, including
20 cost of title search and attorney's fees in a reasonable amount, in any such action or
21 proceedings, and in any suit or foreclosing proceeding brought by Beneficiary to foreclose
22 this Deed of Trust.

23 Costs of Enforcement. To pay all costs, fees, and expenses in connection with this
24 Deed of Trust, including the expenses of Trustee, incurred in enforcing the obligation
25 secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

DEED OF TRUST - 3

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1 Cure by Beneficiary. Should Grantor fail to pay when due, any taxes, assessments,
2 insurance premiums, liens, encumbrances, or other charges against the property
3 hereinabove described, Beneficiary may pay the same, and the amount so paid, with
4 interest at the rate set forth in the note secured hereby, shall be added to and become a part
5 of the debt secured in this Deed of Trust, and shall be due and payable at the same time as
6 the next payment on the note secured by this Deed of Trust.

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8 **IT IS MUTUALLY AGREED THAT:**
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10 Payments by Beneficiary. If the real property described herein is subject to an
11 existing contract or contracts, mortgage, Deed of Trust or any other obligation, which
12 Beneficiary of this Deed of Trust is to pay, Beneficiary agrees to make such payments in
13 accordance with the terms thereof and upon default, the Grantor shall have the right to
14 make any payments necessary to remove the defect and any payments so made shall be
15 applied to the payments next falling due the beneficiary under the Note secured by this
16 Deed of Trust.

17 Hazards; Taking or Destruction of Property. In the event any portion of the
18 property is taken or damaged in an eminent domain proceeding, the entire amount of the
19 award or such portion thereof as may be necessary to fully satisfy the obligation secured
20 hereby, shall be paid to Beneficiary to be applied to the obligation.

21 No Waiver. By accepting payment of any sum secured hereby after its due date,
22 Beneficiary does not waive its right to require prompt payment when due of all other sums
23 so secured or to declare default for failure to so pay.

24 Reconveyance. Trustee shall reconvey all or any part of the property covered by
25 this Deed of Trust to the person entitled thereto, on written request of Grantor and
26 Beneficiary or on satisfaction of the obligation secured and written request for

DEED OF TRUST - 4

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1 reconveyance made by Beneficiary or the person entitled thereto. Any trustee's fees or
2 recording fees for such reconveyance shall be paid by Grantor herein.

3 Default and Remedies. On default by Grantor in the payment of any indebtedness
4 secured hereby or in the performance of any agreement contained herein, all sums secured
5 hereby shall immediately become due and payable at the option of Beneficiary. In such
6 event and on written request of Beneficiary, Trustee shall sell the trust property, in
7 accordance with the Deed of Trust Act of the State of Washington, at public auction to the
8 highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply
9 the proceeds of the sale as follows: (a) To the expense of sale, including a reasonable
10 Trustee's fee and attorney's fee; (b) To the obligation secured by this Deed of Trust; (c) The
11 surplus, if any, shall be distributed to the persons entitled thereto, or may be deposited (less
12 the clerk's filing fee) with the clerk of the superior court of the county in which the sale
13 takes place.

14 Trustee's Deed. Trustee shall deliver to the Purchaser at the sale, its deed, without
15 warranty, which shall convey to the Purchaser the interest in the property that Grantor had,
16 or had the power to convey at the time of his execution of this Deed of Trust, and such as
17 he may have acquired hereafter. Trustee's deed shall recite the fact showing that the sale
18 was conducted in compliance with all the requirements of law and of this Deed of Trust,
19 which recital shall be prima facie evidence of such compliance and conclusive evidence
20 thereof in favor of bona fide purchasers and encumbrances for value.

21 Foreclosure as Mortgage. The power of sale conferred by this Deed of Trust and by
22 the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary
23 may cause this Deed of Trust to be foreclosed as a mortgage.

24 Receiver. If Beneficiary has instituted any proceedings to collect a delinquent
25 payment or payments, or to enforce any covenant in this Deed of Trust, or has sent a Notice
26 of Default initiating a non-judicial foreclosure of this Deed of Trust, or has filed a

DEED OF TRUST - 5

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1 Summons and Complaint to judicially foreclose this Deed of Trust, and Grantor is
2 receiving rental or other income from the property, Grantor agrees that the appointment of
3 a receiver for the property is necessary to protect Beneficiary's interest.

4 Due on Sale. If all or any part of the property described herein or an interest therein
5 is sold or transferred by Grantor without Beneficiary's prior written consent, Beneficiary
6 may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be
7 immediately due and payable.

8 If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor
9 notice of acceleration to Grantor by certified mail, return receipt requested. Such notice
10 shall provide a period of not less than thirty (30) days from the date the notice is mailed
11 within which Grantor may pay the sums declared due. If Grantor fails to pay such sums
12 prior to the expiration of such period, Beneficiary may, without further notice or demand
13 on Grantor, invoke any remedies permitted by law.

14 Successor Trustee. In the event of the death, disability, incapacity or resignation of
15 Trustee, Beneficiary may appoint in writing a successor Trustee, and on the recording of
16 such appointment in the mortgage records of the county in which this Deed of Trust is
17 recorded, the successor Trustee shall be vested with all powers of the original Trustee.
18 Trustee is not obligated to notify any party hereto of pending sale under any Deed of Trust
19 or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party
20 unless such action or proceeding is brought by Trustee.

21 Benefit and Burden. This Deed of Trust applies to, inures to the benefit of and is
22 binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators,
23 executors, successors and assigns. The term "Beneficiary" shall mean the holder and
24 owner of the note secured hereby, whether or not named as Beneficiary herein.

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DEED OF TRUST - 6

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1
2 DATED this 15th day of April, 2010.

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7 Jennifer L. Glyzinski
8 Jennifer L. Glyzinski
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12 STATE OF WASHINGTON)
13) ss.
14 County of WAATCOM)
15

16 I certify that I know or have satisfactory evidence that Jennifer L. Glyzinski, a
17 single woman, is the person who appeared before me, and said person acknowledged that
18 they signed this instrument and acknowledged it to be their free and voluntary act for the
19 uses and purposes mentioned in the instrument.

20
21 DATED this 15th day of APRIL, 2011.
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25
26 [Signature]
27
28 Notary Public in and for the
29 State of Washington, residing
30 at BELLINGHAM

31
32 Commission Expires 11-19-12
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DEED OF TRUST - 7

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