

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



201106100070

Skagit County Auditor

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13 **DEED OF TRUST**

14
15 **Grantor:** Jennifer L. Glyzinski, a single woman.
16 **Grantee:** PENSCO Trust Company Custodian FBO: Berrach McMonagle IRA
17 PENSCO Account # 20005621.

18 **Abbrev. Legal Desc.:** A portion of Section 1, Township 34 North, Range 4, E.W.M.,
19 Skagit County, Washington. Additional legal description located on Pages 1 and 2.

20 **Tax Parcel No.** P74939
21
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23 THIS DEED OF TRUST made between Jennifer L. Glyzinski, a single woman,
24 hereinafter referred to as "Grantor", whose address is 786 West Road, Sedro Woolley, WA
25 98284 and Chancey C. Crowell, Trustee, whose address is P.O. Box 2866, Wenatchee,
26 Washington, 98807-2866, and PENSCO Trust Company Custodian FBO: Berrach
27 McMonagle IRA PENSCO Account # 20005621, hereinafter referred to as "Beneficiary",
28 whose address is, PENSCO, Inc., 450 Sansome Street, 14th Floor, San Francisco, CA
29 94111.

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

33 NAYLOR'S CENTRAL TO CLEAR LAKE, LOT 20, TOGETHER WITH
34 ADJACENT AND ABUTTING UNOPENED VACATED ROAD RIGHT-OF-

DEED OF TRUST - 1

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1 WAY PER SKAGIT COUNTY CONTRACT NUMBER C20030466, RECORDED
2 UNDER AF#200311070105, DESCRIBED AS FOLLOWS: LOCATED IN THE
3 SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST,
4 W.M., UNOPENED COUNTY RIGHT-OF-WAY, SOUTH OF MUD LAKE
5 ROAD AND WEST OF STATE ROUTE 9, APPROXIMATELY 295 FEET BY 16
6 FEET IN THE EAST-WEST DIRECTION BORDERED BY LOTS 15 AND 16
7 AND ENDING AT LOTS 10 & 21, AND 280 FEET BY 16 FEET IN THE
8 NORTH-SOUTH DIRECTION BY LOTS 9 AND 10 AND ENDING AT LOTS 1
9 & 21. THAT PORTION OF NAYLOR'S CENTRAL ADDITION TO CLEAR
10 LAKE FILED IN VOLUME 4 OF PLATS AT PAGE 18, RECORDS OF SKAGIT
11 COUNTY, STATE OF WASHINGTON.

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

15 This deed is for the purpose of securing performance of each agreement of Grantor
16 herein contained, and payment of the sum of FORTY THOUSAND AND NO/100
17 DOLLARS (\$40,000.00), with interest in accordance with the terms of the promissory note
18 of even date herewith payable to Beneficiary or order, and made by Grantor, and all
19 renewals, modifications, and extensions thereof, and also such further sums as may be
20 advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns,
21 together with interest thereon at such rate as shall be agreed on.

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

23 Repair; Waste; No Illegal Use. To keep the property in good condition and repair,
24 including but not limited to landscape maintenance, interior and exterior maintenance and
25 keeping the property free of waste and debris; to permit no waste thereof; to complete any
26 building, structure, or improvement being built or about to be built thereon; to restore
27 promptly any building, structure, or improvement thereon that may be damaged or

DEED OF TRUST - 2

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1 destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and
2 restrictions affecting the property.

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

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

9 All policies shall include a standard mortgagee clause. Beneficiary may demand
10 proof of insurance.

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

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

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

DEED OF TRUST - 3

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

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

10
11 **IT IS MUTUALLY AGREED THAT:**

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

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

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

DEED OF TRUST - 4

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1 Reconveyance. Trustee shall reconvey all or any part of the property covered by
2 this Deed of Trust to the person entitled thereto, on written request of Grantor and
3 Beneficiary or on satisfaction of the obligation secured and written request for
4 reconveyance made by Beneficiary or the person entitled thereto. Any trustee's fees or
5 recording fees for such reconveyance shall be paid by Grantor herein.

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

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

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

DEED OF TRUST - 5

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1 Receiver. If Beneficiary has instituted any proceedings to collect a delinquent
2 payment or payments, or to enforce any covenant in this Deed of Trust, or has sent a Notice
3 of Default initiating a non-judicial foreclosure of this Deed of Trust, or has filed a
4 Summons and Complaint to judicially foreclose this Deed of Trust, and Grantor is
5 receiving rental or other income from the property, Grantor agrees that the appointment of
6 a receiver for the property is necessary to protect Beneficiary's interest.

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

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

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

24 Benefit and Burden. This Deed of Trust applies to, inures to the benefit of and is
25 binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators,

DEED OF TRUST - 6

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1 executors, successors and assigns. The term "Beneficiary" shall mean the holder and
2 owner of the note secured hereby, whether or not named as Beneficiary herein.

3
4 DATED this 6th day of May, 2011.

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7
8 Jennifer L. Glyzinski
9 Jennifer L. Glyzinski

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13 STATE OF WASHINGTON)
14
15 County of Whatcom)
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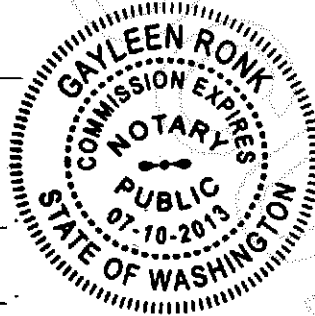
17 I certify that I know or have satisfactory evidence that Jennifer L. Glyzinski, a
18 single woman, is the person who appeared before me, and said person acknowledged that
19 they signed this instrument and acknowledged it to be their free and voluntary act for the
20 uses and purposes mentioned in the instrument.

21
22 DATED this 6th day of May, 2011.

23
24
25 Gayleen Ronk
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27
28 Notary Public in and for the
29 State of Washington, residing
30 at Sedro Woolley, WA
31

32 Commission Expires July 10, 13
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DEED OF TRUST - 7

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