

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



201205310002  
Skagit County Auditor

5/31/2012 Page 1 of 8 8:34AM

10  
11  
12  
13 **DEED OF TRUST**

14  
15 **Grantor:** Bearrach McMonagle, a single man.

16 **Grantee:** PENSICO Trust Company Custodian FBO Bridghid McMonagle, IRA.

17 **Legal Desc. (abbrev.):** Section 22, Township 36, Range 3; Ptn. NE SW (aka Lot 1, Short  
18 Plat No. PL05-0258).

19 **Tax Parcel No.:** P123887, 360322-0-002-0300.  
20

21 **THIS DEED OF TRUST** made between Bearrach McMonagle, a single man,  
22 hereinafter referred to as "Grantor", whose address is 786 West Road, Sedro Woolley, WA  
23 98284 and Chancey C. Crowell, Trustee, whose address is P.O. Box 2866, Wenatchee,  
24 Washington, 98807-2866, and PENSICO Trust Company Custodian FBO Bridghid  
25 McMonagle, IRA, hereinafter referred to as "Beneficiary", whose address is PENSICO  
26 Trust Company, 560 Mission Street, Suite 1300, San Francisco, CA 94105-2907.

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

30 That portion of the Northeast ¼ of the Southwest ¼ of Section 22, Township 36  
31 North, Range 3 East, W.M., described as follows: Beginning at the center of said  
32 Section 22; thence due West 80 rods to a stake on the right bank of the McElroy  
33 Slough, thence South 22 ½ degrees East 40 rods and 13 links to a stake located at  
34 the corner of a dike on the right bank of said McElroy Slough; thence North 62 ½

**DEED OF TRUST - 1**

**CHANCEY C. CROWELL**

Attorney at Law  
224 S. Mission Street  
Post Office Box 2866  
Wenatchee, WA 98807-2866  
(509) 667-9377

1 degrees East a distance of 75 rods, more or less, to the point of beginning;  
2 EXCEPT that portion lying within the as built and existing Flinn Street. Situate in  
3 the County of Skagit, State of Washington. Also now known as Lot 1 Skagit  
4 County Short Plat No. PL05-0258 approved January 3, 2006 and recorded January  
5 6, 2006, under Auditor's file No. 200601060080, records of Skagit County,  
6 Washington; being a portion of the Northeast ¼ of the Southwest ¼ of Section 22,  
7 Township 36 North, Range 3 East, W.M.

8  
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 FIFTY THOUSAND AND NO/100  
14 DOLLARS (\$50,000.00), with interest in accordance with the terms of the promissory note  
15 of even date herewith payable to Beneficiary or order, and made by Grantor, and all  
16 renewals, modifications, and extensions thereof, and also such further sums as may be  
17 advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns,  
18 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

**CHANCEY C. CROWELL**

Attorney at Law  
224 S. Mission Street  
Post Office Box 2866  
Wenatchee, WA 98807-2866  
(509) 667-9377



201205310002  
Skagit County Auditor

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

**CHANCEY C. CROWELL**

Attorney at Law  
224 S. Mission Street  
Post Office Box 2866  
Wenatchee, WA 98807-2866  
(509) 667-9377



201205310002  
Skagit County Auditor

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.

7  
8 **IT IS MUTUALLY AGREED THAT:**

9  
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

**CHANCEY C. CROWELL**

Attorney at Law  
224 S. Mission Street  
Post Office Box 2866  
Wenatchee, WA 98807-2866  
(509) 667-9377



201205310002

Skagit County Auditor

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

**CHANCEY C. CROWELL**

Attorney at Law  
224 S. Mission Street  
Post Office Box 2866  
Wenatchee, WA 98807-2866  
(509) 667-9377



201205310002  
Skagit County Auditor

5/31/2012 Page

5 of

8 8:34AM

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.

25  
26 DATED this 9<sup>th</sup> day of May, 2012.

DEED OF TRUST - 6

**CHANCEY C. CROWELL**

Attorney at Law  
224 S. Mission Street  
Post Office Box 2866  
Wenatchee, WA 98807-2866  
(509) 667-9377



201205310002  
Skagit County Auditor

1  
2  
3  
4  
5  
6 Bearrach McMonagle  
7  
8  
9

10  
11  
12  
13  
14  
15  
16 STATE OF WASHINGTON )

17 ) ss.  
18 County of WHATCOM )  
19

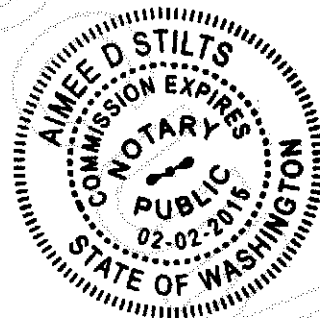
20 I certify that I know or have satisfactory evidence that Bearrach McMonagle, a  
21 single man, is the person who appeared before me, and said person acknowledged that they  
22 signed this instrument and acknowledged it to be their free and voluntary act for the uses  
23 and purposes mentioned in the instrument.

24  
25 DATED this 9<sup>th</sup> day of MAY, 2012.  
26  
27

28  
29 Aimee D. Stilts  
30  
31

32 Notary Public in and for the  
33 State of Washington, residing  
34 at 400 E Holly St. Bellingham, WA.  
35

36 Commission Expires 02 FEB 2015.



DEED OF TRUST - 7

READ & APPROVED

Bridghid McMonagle Date

**CHANCEY C. CROWELL**

Attorney at Law  
224 S. Mission Street  
Post Office Box 2866  
Wenatchee, WA 98807-2866  
(509) 667-9377



201205310002  
Skagit County Auditor

1  
2  
3  
4 **REQUEST FOR FULL RECONVEYANCE**  
5  
6

7 Do not record. To be used only when note has been paid.  
8  
9

10  
11 **TO: TRUSTEE**  
12  
13

14 The undersigned is the legal owner and holder of the note and all other  
15 indebtedness secured by the within Deed of Trust. Said note, together with all other  
16 indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are  
17 hereby requested and directed, on payment to you of any sums owing to you under the  
18 terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences  
19 of indebtedness secured by said Deed of Trust delivered to you herewith, together with the  
20 said Deed of Trust, and to reconvey, without warranty, to the parties designated by the  
21 terms of said Deed of Trust, all the estate now held by you thereunder.  
22  
23

24 DATED this day of , 20  
25  
26  
27  
28  
29  
30  
31  
32

**DEED OF TRUST - 8**

**CHANCEY C. CROWELL**

Attorney at Law  
224 S. Mission Street  
Post Office Box 2866  
Wenatchee, WA 98807-2866  
(509) 667-9377



201205310002  
Skagit County Auditor