

1 **RETURN TO:**
2 Jack Swanson
3 900 DuPont Street
4 Bellingham, WA 98225
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201205310003

Skagit County Auditor

5/31/2012 Page

1 of

8 8:34AM

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11
12 **DEED OF TRUST**
13

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

15 **Grantee:** John Belcher, as Trustee of the Brandy Boston Revocable Living Trust

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

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

20 THIS DEED OF TRUST made between Bearrach McMonagle, a single man,
21 hereinafter referred to as "Grantor", whose address is 786 West Road, Sedro Woolley, WA
22 98284 and Jack Swanson, Trustee, whose address is 900 DuPont Street, Bellingham, WA
23 98225, and John Belcher, as Trustee of the Brandy Boston Revocable Living Trust,
24 hereinafter referred to as "Beneficiary", whose address is 316 N. Garden Terrace,
25 Bellingham, WA 98225.

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

29 That portion of the Northeast ¼ of the Southwest ¼ of Section 22, Township 36 North,
30 Range 3 East, W.M., described as follows: Beginning at the center of said Section 22;
31 thence due West 80 rods to a stake on the right bank of the McElroy Slough, thence South
32 22 ½ degrees East 40 rods and 13 links to a stake located at the corner of a dike on the right
33 bank of said McElroy Slough; thence North 62 ½ degrees East a distance of 75 rods, more
34 or less, to the point of beginning; EXCEPT that portion lying within the as built and

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1 existing Flinn Street. Situate in the County of Skagit, State of Washington. Also now
2 known as Lot 1 Skagit County Short Plat No. PL05-0258 approved January 3, 2006 and
3 recorded January 6, 2006, under Auditor's file No. 200601060080, records of Skagit
4 County, Washington; being a portion of the Northeast ¼ of the Southwest ¼ of Section 22,
5 Township 36 North, Range 3 East, W.M..
6

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

10 This deed is for the purpose of securing performance of each agreement of Grantor
11 herein contained, and payment of the sum of FORTY-FIVE THOUSAND AND NO/100
12 DOLLARS (\$45,000.00), with interest in accordance with the terms of the promissory note
13 dated May 21, 2012, payable to Beneficiary or order, and made by Grantor, and all
14 renewals, modifications, and extensions thereof, and also such further sums as may be
15 advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns,
16 together with interest thereon at such rate as shall be agreed on.

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

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

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

DEED OF TRUST - 2

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

4 All policies shall include a standard mortgagee clause. Beneficiary may demand
5 proof of insurance.

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

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

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

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

23 Cure by Beneficiary. Should Grantor fail to pay when due, any taxes, assessments,
24 insurance premiums, liens, encumbrances, or other charges against the property
25 hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest
26 at the rate set forth in the note secured hereby, shall be added to and become a part of the

DEED OF TRUST - 3

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1 debt secured in this Deed of Trust, and shall be due and payable at the same time as the
2 next payment on the note secured by this Deed of Trust.
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4 **IT IS MUTUALLY AGREED THAT:**
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6 Payments by Beneficiary. If the real property described herein is subject to an
7 existing contract or contracts, mortgage, Deed of Trust or any other obligation, which
8 Beneficiary of this Deed of Trust is to pay, Beneficiary agrees to make such payments in
9 accordance with the terms thereof and upon default, the Grantor shall have the right to
10 make any payments necessary to remove the defect and any payments so made shall be
11 applied to the payments next falling due the beneficiary under the Note secured by this
12 Deed of Trust.

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

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

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

25 Default and Remedies. On default by Grantor in the payment of any indebtedness
26 secured hereby or in the performance of any agreement contained herein, all sums secured

DEED OF TRUST - 4

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

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

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

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

DEED OF TRUST - 5

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

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

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

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

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23 DATED this 15th day of May, 2012.
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DEED OF TRUST - 6

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2 Bearrach McMonagle
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12 STATE OF WASHINGTON)
13) ss.
14 County of Whatcom)
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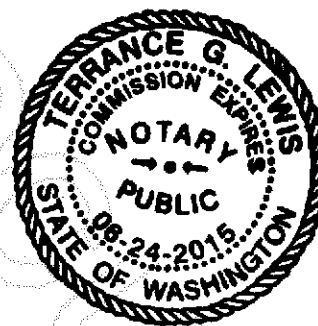
16 I certify that I know or have satisfactory evidence that Bearrach McMonagle, a
17 single man, is the person who appeared before me, and said person acknowledged that they
18 signed this instrument and acknowledged it to be their free and voluntary act for the uses
19 and purposes mentioned in the instrument.

20
21 DATED this 15 day of MAY, 2012.
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26 Terrance G. Lewis
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28 Notary Public in and for the
29 State of Washington, residing
30 at Bellingham, WA.
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32 Commission Expires 06-24-2015



DEED OF TRUST - 7

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4 **REQUEST FOR FULL RECONVEYANCE**
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7 **Do not record. To be used only when note has been paid.**
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11 **TO: TRUSTEE**
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14 The undersigned is the legal owner and holder of the note and all other indebtedness
15 secured by the within Deed of Trust. Said note, together with all other indebtedness
16 secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby
17 requested and directed, on payment to you of any sums owing to you under the terms of
18 said Deed of Trust, to cancel said note above mentioned, and all other evidences of
19 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.
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24 DATED this day of , 20
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DEED OF TRUST - 8

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