

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



201210020072  
Skagit County Auditor

10/2/2012 Page

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8 10:25AM

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12  
13 **DEED OF TRUST**

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

14  
15 **Grantor:** Berrach McMonagle, as his separate estate.

16 **Grantee:** Sunwest Trust Company Custodian FBO, Cathleen Yedinak, IRA and Sunwest  
17 Trust Company Custodian FBO, Nicholas Yedinak, IRA.

18 **Legal Desc. (abbrev.):** A portion of the Section 22, Township 36 North, Range 3 East,  
19 W.M., Skagit County, Washington. Additional legal on Page 2.

20 **Tax Parcel No.:** 360322-0-002-300.

21 *P123887*

22  
23 THIS DEED OF TRUST made between Berrach McMonagle, as his separate  
24 estate, hereinafter referred to as "Grantor", whose address is 786 West Road, Sedro  
25 Woolley, WA 98284 and Chancey C. Crowell, Trustee, whose address is P.O. Box 2866,  
26 Wenatchee, Washington, 98807-2866, and Sunwest Trust Company Custodian FBO,  
27 Cathleen Yedinak, IRA and Sunwest Trust Company Custodian FBO, Nicholas Yedinak,  
28 IRA, hereinafter referred to as "Beneficiary", whose address is, Post Office Box 36371,  
29 Albuquerque, NM 87176-6371.

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

DEED OF TRUST - 1

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1 That portion of the Northeast ¼ of the Southwest ¼ of Section 22, Township 36  
2 North, Range 3 East, W.M., described as follows: Beginning at the center of said  
3 Section 22; thence due West 80 rods to a stake on the right bank of the McElroy  
4 Slough, thence South 22 ½° East 40 rods and 13 links to a stake located at the  
5 corner of a dike on the right bank of said McElroy Slough; thence North 62 ½° East  
6 a distance of 75 rods, more or less, to a point of beginning; EXCEPT that portion  
7 lying within the as built and existing Flinn Street. Situate in the County of Skagit,  
8 State of Washington. Also now known as Lot 1 Skagit County Short Plat No.  
9 PL05-0258 approved January 3, 2006 and recorded January 6, 2006, under  
10 Auditor's File No. 200601060080, records of Skagit County, Washington; being a  
11 portion of the Northeast ¼ of the Southwest ¼ of Section 22, Township 36 North  
12 Range 3 East, W.M.

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

17 This deed is for the purpose of securing performance of each agreement of Grantor  
18 herein contained, and payment of the sum of TWENTY THREE THOUSAND FIVE  
19 HUNDRED AND NO/100 DOLLARS (\$23,500.00), with interest in accordance with the  
20 terms of the promissory note of even date herewith payable to Beneficiary or order, and  
21 made by Grantor, and all renewals, modifications, and extensions thereof, and also such  
22 further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their  
23 successors or assigns, together with interest thereon at such rate as shall be agreed on.

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

25 Repair, Waste; No Illegal Use. To keep the property in good condition and repair,  
26 including but not limited to landscape maintenance, interior and exterior maintenance and  
27 keeping the property free of waste and debris; to permit no waste thereof; to complete any  
28 building, structure, or improvement being built or about to be built thereon; to restore  
29 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 interest  
7        at the rate set forth in the note secured hereby, shall be added to and become a part of the  
8        debt secured in this Deed of Trust, and shall be due and payable at the same time as the  
9        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  
25 by the Deed of Trust Act of the State of Washington is not an exclusive remedy;  
26 Beneficiary 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 receiving  
5 rental or other income from the property, Grantor agrees that the appointment of a receiver  
6 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  
18 of Trustee, Beneficiary may appoint in writing a successor Trustee, and on the recording  
19 of 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 owner  
2 of the note secured hereby, whether or not named as Beneficiary herein.

3  
4 DATED this 1<sup>st</sup> day of October, 2012.

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6  
7  
8  
9  
10 Bearrach McMonagle  
11  
12

13  
14 STATE OF WASHINGTON )

15 ) ss.  
16 County of SKAGIT )  
17

18 I certify that I know or have satisfactory evidence that Bearrach McMonagle, as his  
19 separate estate, is the person who appeared before me, and said person acknowledged that  
20 he signed this instrument and acknowledged it to be his free and voluntary act for the uses  
21 and purposes mentioned in the instrument.  
22

23 DATED this 1<sup>st</sup> day of October, 2012.  
24  
25

26  
27 Deborah L Matson  
28

29 Notary Public in and for the  
30 State of Washington, residing  
31 at Mount Vernon  
32

33 Commission Expires 3-2-2010  
34  
35  
36  
37

DEBORAH L. MATSON  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
03-02-16

DEED OF TRUST - 7

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

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

10 **TO: TRUSTEE**  
11  
12

13 The undersigned is the legal owner and holder of the note and all other indebtedness  
14 secured by the within Deed of Trust. Said note, together with all other indebtedness  
15 secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby  
16 requested and directed, on payment to you of any sums owing to you under the terms of  
17 said Deed of Trust, to cancel said note above mentioned, and all other evidences of  
18 indebtedness secured by said Deed of Trust delivered to you herewith, together with the  
19 said Deed of Trust, and to reconvey, without warranty, to the parties designated by the  
20 terms of said Deed of Trust, all the estate now held by you thereunder.  
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23 DATED this day of , 20  
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DEED OF TRUST - 8

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