

Recording requested by
and return to:
Eduardo F. Almeida
Action Bail Bonds, Inc.
1133 SE 3rd Avenue
Fort Lauderdale, FL 33316
(800) 940-8889

FOR RECORDER'S USE ONLY



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APN: 4076-042-015-0105.

Deed of Trust

THIS DEED OF TRUST, made this 24th day of January 2002, by and between **REYNALDO GONZALEZ and ELODIA GONZALEZ**, hereinafter called GRANTOR(s), and **FIRST COMMUNITY INSURANCE COMPANY dba BANKERS SURETY SERVICES, INC.**, a Florida Corporation, hereinafter called TRUSTEE, whose address is P.O. Box 15707, St. Petersburg, Florida 33733, and **ACTION BAIL BONDS, INC.**, hereinafter called BENEFICIARY, whose address is 1133 SE 3rd Avenue, Fort Lauderdale, FL 33316, a Florida Corporation.

WITNESSETH: Grantor(s) hereby grants, bargains, sells and conveys to Trustee, IN TRUST, WITH POWER OF SALE, the following described real property located and residing in the County of **SKAGIT**, State of Washington:

APN: 4076-042-015-0105.

Fka: 119 S. Cherry St., Burlington, WA 98233-1809.

Legal: The South 70 feet of Lot 13, EXCEPT the West 5 feet thereof, and the South 70 feet of Lots 14 and 15, Block 42, "AMENDED PLAT OF BURLINGTON", according to the Plat recorded in Volume 3 of Plats, Page 17, records of the County of Skagit, State of Washington.

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

This Deed of Trust is for the purpose of securing payment to the said Beneficiary in the amount of **FIVE THOUSAND FIVE HUNDRED (\$5,500.00) U.S. Dollars**, and of the monies due to and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by Action International Insurance, Inc., dba Action Bail Bonds, Inc., Florida Corporation, hereinafter called the Surety or Beneficiary (and as more fully set forth and described in a certain indemnity agreement and promissory note(s) of even date herewith, which are made a part hereof by reference as though fully set forth) on account of, growing out of, or resulting from the execution of a certain bond for **REYNALDO GONZALEZ-RODRIGUEZ** in the matter of **U.S. IMMIGRATION AND NATURALIZATION SERVICE vs. REYNALDO GONZALEZ-RODRIGUEZ**, Case Id: **A36906972**, AND FOR WHICH AMOUNTS and the matters set forth in the said indemnity agreement and promissory note(s), the presents are security.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s) as follows:

1. To keep the property in good condition and repair, and to permit no waste thereof; to restore

Grantor(s) Initials:

E.F. / B.C.

- promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
 3. To keep all buildings and structures now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. The amount collected under any insurance policy must be applied first to the indebtedness hereby secured. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
 4. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
 5. Should the Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, bail bond fees, bail bond renewal fees, investigations fees, title search and recording fees, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note(s) secured hereby, shall be added to and become part of the debt secured in this Deed of Trust.
 6. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portions as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
 7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
 8. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person(s) entitled thereto upon satisfaction of the obligation secured herein and written request for reconveyance made by the Beneficiary or the person entitled thereto.
 9. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon the written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale including reasonable Trustee's fee and attorneys fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
 10. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
 11. This Deed of Trust applies to, insures to the benefit of, and is binding not only on the parties hereto, but also on their heirs, devisees, delegates, legatees, administrators, executors and assigns.
 12. It is agreed and conditioned that a certificate or letter signed by the Beneficiary at any time hereafter setting forth that the said bond has been declared estreated or forfeited or that a loss, damage, expenditure or liability has been sustained by the Surety or Beneficiary on account of the aforesaid undertaking, the date or dates and amount or amounts of such loss, damage, expenditure and/or liability; and that such loss, damages, expenditures and/or liability; that payment has been demanded

Grantor(s) Initials: E. J. / B. A.



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of the party or parties on whose behalf the aforesaid undertaking was or is about to be executed; and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Grantor(s), and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deducting expenses including attorney's fees, investigative fees, costs and search of evidence of title, etc.) pay to the Beneficiary the amount so certified, including interest therein at twelve percent per annum from demand to date of payment.

THE UNDERSIGNED TRUSTOR requests that a copy of any notice of default and if of any notice of sale hereunder be mailed to him at his mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

Signed, sealed and delivered this 24th day of January 2002.

Reynaldo Gonzalez 119 S. Cherry St Burlington, Wa. 98733
Signature of Grantor Street Address City, State, Zip

Elodia Gonzalez 119 S. Cherry St. Burlington, Wa. 98733
Signature of Grantor Street Address City, State, Zip

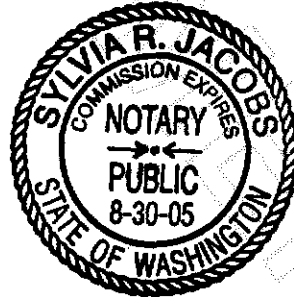
State of Washington }
County of Skagit } ss.

On this 24th day of January 2002, before me, the undersigned authority, personally appeared **REYNALDO GONZALEZ and ELODIA GONZALEZ**, known to me or by me and who produced Washington Drivers License as ID, and whose name they subscribed to the within instrument, and they acknowledged that they executed the same.

WITNESS my hand and official seal this day.

Sylvia R. Jacobs
Notary Public in the State and County aforesaid.

NOTARY SEAL



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