

7/3/2006 Page

2 2:41PM

WHEN RECORDED RETURN TO: A Bail Bond Service, Inc. 306 1/2 Flora Street Bellingham, WA. 98225

restrictions affecting the property.

charges, liens or encumbrances impairing the security of this Deed of Trust.

**Deed of Trust Securing Bail Bond** 

Bond No. A 1 10043143 D	efendant	Rete	MCI	ntule	>
ORIGINAL PROMISSORY	NOTE SE	CURED BY	DEED OF	TDUCK	
: 165,000 - MOUNT VER	hoh	Na -	10	19 0/4	
ON DEMAND, upon and after forfeiture of Bail Bor promise to pay to the order of A Bail Band Service, ONE NUMBER STATE OF IN- reasonable attorneys fees and court costs of collection	nd of PETE ME IN Inc., the sum of	(State)	nt) i Pete Me	(Day) (Year) In ty (chiigor) Dollars, plus	
Principal and interest are payable in lawful money o sum as the Court may fix as attorney's fees, and all o but not limited to private investigation fees, court as by the company. This note is secured by a DEED of Trustee.	sessments, bail pren TRUST to A Bail B	i in the Statement of niums, renewal prem sond Service, Inc, Be	Charges provided iums, and all other energies of the charge provided in the charges	I to me, including	
		, 20_0 be			
, GRANTOR, whose address is 500 youngquist 98273 (360) 336-5533, and A Bail Bond Service, In 98225, (360) 336-5003, WITNESSET11: Grantor he following described real property is 500 years.	, TRUSTEE, whose c., BENEFICIARY teby bargains, sells	address is 404 Sout , whose address is 30 and conveys to Trus	h First Street, Mo 96 ½ Flora St., Be tee in Trust, with	unt Vernon, WA. llingham, WA. power of sale, the	
COOPERS ALLS MIN DIV N	0.1,60	9. ALRES	0.17		
PARCEL # DID Which real property is not used principally for agriculand appurtenances now or hereafter thereunto belong	ultural or farming pu	rposes, together with	all the tenement	s, hereditaments,	
This deed is for the purpose of securing performance of the first of t	of each agreement LOUSIUM II st, in accordance wi	of tranter herein con AULUAY.	ntained, and payn	ent of the sum of	
In addition to that set forth herein above, the DEED by way of a BAIL BOND AGREEMENT executed be defendant and bond number.	OF TRUST secures by the undersigned o	payment of all indel on or about the date t	btedness, fees and hereof in favor of	expenses incurred above detailed	ł
To protect the security of this Deed of Trust, Granton	r covenants and agre	ces:	Same of the same o	and the state of t	
1. To keep the property in good condition and rep improvement being built or about to be built the	air; to permit no wa	ste thereof to compl	cte any building,	structure of	\ \

improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and

To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other

To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire for other hazard in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not

cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

- To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 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
- Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances 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 secured hereby shall be added to and become a part of the debt secured in this Deed of Trust.

## IT IS MUTUALLY AGREED THAT:

- In the any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to
- 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.
- The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- Upon default by Grantor 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 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 a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed if Trust; (3) the surplus, if any, shall be distributed to the
- Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- 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.
- In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

This Deed of Trust applies to inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note

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Dy AD Mille	
(NAME PRINTED OR TYPED)	
(WINDER KINTED OR TIPED)	(NAME PRINTED OR TYPED)
STATE of WASHINGTON	
COUNTY OF GRAGIET SS.	
On this day personally appeared before me_	PETER MoIntyre
instrument, and acknowledged that sign therein mentioned.	ndividual(s) described in and who executed the within and foregoing sed the same as free and voluntary act and deed, for the uses and purpose
GIVEN under my hand and official seal this 💋 day	of June, 20 00
+ CA	VANAGE ASI Christian Christian Of the State of Washington
1 4 6 . N	ARY My appointment expires
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