

**AFTER RECORDING MAIL TO:**

Name American Surety Company c/o Gonzales & Gonzales  
 Address 412 E. Commercial Street  
 City / State Los Angeles, CA 90012



200903020048  
 Skagit County Auditor

3/2/2009 Page 1 of 2 9:10AM

**DEED OF TRUST**

THIS DEED OF TRUST, made this 6th day of Jan 2009  
 Between JULIAN SUAREZ and MARIA SUAREZ who  
 Acquired title AS JULIAN G. SUAREZ and MARIA L. SUAREZ

GRANTORS(S)/TRUSTOR(S),  
 AMERICAN SURETY COMPANY, a California Corporation, herein called the BENEFICIARY, c/o Gonzales & Gonzales Bonds and Insurance Agency, Inc. 412 E. Commercial St., Los Angeles, California, Agents for named Beneficiary, and Underwriters Surety Inc., an Indiana Corporation, herein called Trustee, c/o 412 E. Commercial Street, Los Angeles, CA 90012.

WITNESSETH: That Trustor(s) irrevocably grant, transfer and assign to Trustee in Trust with power of sale, all that property in the County of SKagit State of Washington described as Lot 13 Block - Tract 13 of "Forest Park Addition" as per map recorded in BK Vol 16 Pg. 53+54 of Maps, Misc. records in the Office of the County Recorder of County, and further described as follows (optional):  
SKagit

parcel ID 2107355  
 APN 4657-000-013-0002

Commonly Known AS: 2411 Forest Park Lane ANACORTES WA  
 , FOR THE PURPOSES OF SECURING payment to the Beneficiary, of any and all monies, losses, premiums, interest, damages, or liabilities suffered, sustained, made, or incurred by Beneficiary pursuant to the terms of the certain Bond Agreement and Promissory Note executed by Trustor, the terms of which are incorporated herein by reference as though fully set forth herein, which Bond Agreement was executed, on account of, growing out of, or resulting from the Beneficiary's issuance of a certain Immigration Bond on behalf of: JOSE JESUS BARRON-MIRANDA I.D. A39-789-464  
EMSO-70821

, AND FOR WHICH AMOUNTS and matters set forth in said Bond Agreement and Promissory Note, including security of this Deed of Trust and its provisions (1) thru (11), on the reverse side of this instrument that Trustor(s) agree to abide by and protect.

It is agreed and conditioned that a statement signed by the Beneficiary or Gonzales & Gonzales Bonds and Insurance Agency, Inc. at any time hereafter setting forth that the bond has been breached or that a loss, damage, expenditure, including premiums, advances of superior Deeds of Trust(s), judgements, taxes, liens, including fire insurance premiums, etc., or liability has been sustained by the Beneficiary on account of the aforesaid Bond; the date and amount(s) of such loss, damages, expenditures and/or liability; that payment has been demanded of the Trustor(s) and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on Trustor(s), and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell the security herein, and from the proceeds of sale pay the Beneficiary the amount declared in the statement including interest at twelve per cent per annum from date of payment, loss, sustained liability, and/or advances made, if any.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and 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.

SIGNATURE OF TRUSTOR	STREET AND NUMBER	CITY	STATE
<u>[Signature]</u>			
<u>[Signature]</u>			

STATE OF WASHINGTON } ss.  
 County of \_\_\_\_\_

On this day personally appeared before me Julian Suarez Maria Suarez  
 to me known to be the Individual(s) described in and who executed the  
 within and foregoing instrument, and acknowledged that Julian Suarez Maria Suarez  
 signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and  
 purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of January, 2009

BRENT W. WINFIELD  
 NOTARY PUBLIC  
 STATE OF WASHINGTON  
 COMMISSION EXPIRES  
 JANUARY 19, 2012

Brent W. Winfield  
 Notary Public in and for the State of Washington,  
 residing at \_\_\_\_\_  
 My appointment expires 1-19-2009

### Provisions (Please Record)

The following provisions (1) thru (11), of the foregoing Deed of Trust are incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length herein.

#### To Protect the security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to effect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on a appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.  
Should trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purpose; appear in and defend any action or proceeding purporting to effect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentations of this Deed and said • for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said • to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said • and this Deed (unless directed in such request to retain them.)
- (10) Due on sale clause. In the event trustor, without prior written consent of the Beneficiary, sells, agrees to sell, transfers or conveys its interest in said real property pledged as collateral herein or any part thereof or any interest therein, or shall be divested of title or any interest therein in any manner whether voluntary or involuntary, Beneficiary may, at its option, declare all sums secured hereby immediately due and payable. Failure of the Beneficiary to exercise the option to accelerate the debt in the event of sale, assignment, or further encumbrances will not constitute waiver of the right to exercise this option in the event of subsequent sale, assignment, or further encumbrances. The terms "Trustor" and Beneficiary include their successors.
- (11) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

#### • Bond Agreement and Promissory Note



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3/2/2009 Page

2 of

2 9:10AM