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07/16/2018 08:31 AM Pages: 1 of 1 Fees: \$100.00
Skagit County Auditor

RETURN ADDRESS:

Two Jinn, Inc., dba Aladdin Bail Bonds
Attn: Underwriting Department
1000 Aviara Parkway, Suite 300
Carlsbad, CA 92011

DEED OF TRUST

This Deed of Trust is made this 13 day of July, 2018, between PRESILIANO MARTINEZ and MARCELA MARTINEZ herein called Trustor(s), and KENNETH GANDERMAN JAY AT LAW herein called Trustee, and American Contractors Indemnity Company herein called Beneficiary or Surety. Trustor(s) hereby grants to Trustee, in trust, with power of sale, all that property in the County of SKAGIT, in the State of WASHINGTON, described as: Lot 13 Block 136 Tract 9517-00 APN # P72315 as per map recorded in Book, _____ Page _____ of Maps, Official records in the office of the County Recorder of _____, FIRST TO BURLINGTON LT 13 BLK 136 LESS W 10 FT SKAGIT WA and commonly known as 1386 MONROE ST BURLINGTON WA 98233-1416. This Deed of Trust is for the purpose of securing payment to the Beneficiary and/or Trustee, of the monies due to and all losses, damages, expenses and liability suffered, sustained, made or incurred by or on behalf of the Surety (and as more fully set forth and described in a certain Indemnity Agreement For Surety Bail Bond, which agreement is made a part hereof by reference as though herein fully set forth) on account of, growing out of, or resulting from the execution of a certain bail bond(s) on behalf of MICHELLE MARTINEZ \$500,000. LIABILITY, in the matter of STATE OF WASHINGTON vs. MICHELLE MARTINEZ, and for which amounts and the matters set forth in the Indemnity Agreement, the presents are security, (Bond # AC500-7076959) (Bond # _____) (Bond # _____) (Bond # _____) (and any additional bonds executed in connection with the defendant relating to the above-entitled matter). It is agreed that a certificate signed by the Beneficiary or Beneficiary's agent at any time hereafter setting forth (1) that the bond(s) has been declared forfeited or that a loss, damage, expense or liability has been sustained by the Surety on account of the bond(s); (2) the date(s) and amount(s) of such loss, damages, expenses and/or liability; (3) that payment has been demanded of the party(ies) on whose behalf the bond(s) was or is about to be executed; and (4) that such loss, damages, expenses or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor(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 cost and search of evidence of title) pay to the Beneficiary or Beneficiary's agent the amount so certified, including interest at ten percent per annum from demand to date of payment and attorney's fees. It is further agreed that beneficiary may declare all sums or obligations secured hereby due immediately and payable in full upon (1) delivery to Trustee of the above referenced certificate (upon which Beneficiary may also deliver to Trustee written notice of default and demand for sale and its election to cause to be sold said property, which notice Trustee shall cause to be duly filed for record); (2) Trustor(s) failure to pay taxes, assessments and other charges and fines that may be imposed on the property which adversely affect Beneficiary's interest; (3) any sale or transfer of the property, or any portion thereof, to a third party without the Beneficiary's written consent; or (4) the commencement of bankruptcy proceedings by or against Trustor(s). It shall be deemed sufficient if proceedings to foreclose and sell the security herein are executed by the above-named Trustee (or its successors) and it shall be deemed sufficient if a full reconveyance is executed by the above-named Trustee (or its successors). The undersigned Trustor(s) requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him/her at his/her mailing address opposite the signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for copy of such notices.

SIGNATURE OF TRUSTOR(S)	STREET AND NUMBER	CITY	STATE
<u>Marcela Martinez</u>	<u>1318 E. Fairhaven St.</u>	<u>Burlington</u>	<u>WA 98233</u>
<u>Presiliano Martinez</u>	<u>1318 E. Fairhaven St.</u>	<u>Burlington</u>	<u>WA 98233</u>

STATE OF WASHINGTON COUNTY OF SNOHOMISH
On 7-13-18 before me, SHIRLEY DAVIS, NOTARY PUBLIC, personally appeared MARCELA AND PRESILIANO MARTINEZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

SIGNATURE: Shirley M. Davis (Seal)
NOTARY PUBLIC, STATE OF WASHINGTON

MY COMMISSION EXPIRES: 3-18-19

AC-WA-0200

