FILED FOR TEGURD SKAMA CO. JASH
BY Allwest General
Bail Bond Agency
JUL 28 10 09 AM '98)

Cawry
AUDITOR
GARY H. OLSON 1

WHEN RECORDED MAIL TO **AMWEST SURETY INSURANCE COMPANY** ATTN: COURT DIVISION

P.O. BOX 4500 WOODLAND HILLS, CA 91365-4500 (818) 704-0444

(0.0).000.00	•			***
1	DEED OF 1	ACE ABOVE THIS LII TRUST	NE FOR RECORDER	₹S USE
This Deed of Trust, made this	aday of _	June	•	19 98
Between Jdne	ESSEX			7/
:			_ %	

hereinafter called the TRUSTOR, and Allwest General Ball Bord Inco. In hereinafter called the TRUSTEE, and AMWEST SURETY INSURANCE COMPANY, hereinafter called the **BENEFICIARY:**

Witnesseth: That Trustor hereby grants to Trustee, in trust, with power of sale being specifically limited to the purposes herein set forth, and Trustee is specifically precluded from selling, conveying or encumbering the subject real properly, except for the benefit of the Beneficiary, as set forth, all that property

in the County of Skandnia , State of Washington, described as: Parcel # 03 08 08 3 0 0800 00

ligal: a tract of and located in gout lot 4 of sec 8 township 3 N range 8 thm discribed as follows beg. at the sw cornerof the said sec 8: thence & along S line of the said SCC 8 a distance of 600 ft; thence w along S line of the said sec 8 350 2: thence N 0057 12 & parkallel to w line of Said sec 8 350 2: thence N 0057 12 & parkallel to w line of Said sec 8 350 2: thence N 0057 12 & parkallel to w line of Said sec 8 350 2: thence N 10057 12 & parkallel to w line of Said sec 8 350 2: the N 10057 12 & parkallel to w line of the N 10057 12 & parkallel to w line of N 10057 12 & parkallel to w line of N 10057 12 & parkallel to w line of N 10057 12 & parkallel to w line of N 10057 12 & parkallel to w line of N 10057 12 & parkallel to w line of N 10057 12 & parkallel to w line of N 10057 12 & parkallel to w line of N 100

title to said oremises

TO HAVE AND TO HOLD the same unto said Trustee and his successors, upon the trusts hereinafter expressed, námely:

FOR THE PURPOSE OF SECURING payment to the said Beneficiary in the amount of plus a nonrefundable 5% of that amount of \$75 transaction fee (whichever is more) which is due upon the defendant's failure to appear or a violation of the Bail Bond Agreement, plus any surrender and office fees that may be incurred in the investigation and/or apprehension of defendant by Amwest Surety Insurance Company, its agents, affiliates, subsidiaries and reinsurers (hereinafter called "Surety" or "Beneficiary"), and as more fully set forth and described in that certain Bail Bond Agreement, which Agreement is made a part hereof by reference as though herein fully set forth, on account of, growing out of, or resulting in the execution of that certain ball bond on behalf of Lucky Essex

Bail Bond No. Kio -2 -000+3991, and for which amounts and the amount as set forth in the said.

Bail Bond No. __Ko__a___COO_JYYL_; and for which amounts and the amount as set forth in the said Bail Bond Agreement, the presents are a security.

IT IS AGREED AND CONDITIONED THAT a certificate signed by the Beneficiary at any time hereafter setting forth that the said bond has been declared forfeited or that a loss, damage, expenditures 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, damages, expenditures and/or liability, that payment has been demanded 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 Trustor, 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 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, upon delivery of said Certificate to Trustee, Beneficiary may declare all sums or obligations secured hereby due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said Property, which notice Trustee shall cause

sale and of written notice of default and of election to cause to be sold said Property, which notice Trustee shall cause to be duly filed for record.

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IT IS FURTHER AGREED THAT the Property which is the subject matter of this document is not used primarily for agricultural or farming purposes, pursuant to RCW 61.24.030(2).

To protect the security on this Deed of Trust, Trustor covenants and agrees:

1. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure or 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 restrictions affecting the Property.

2. To pay before delinquent all lawful taxes and assessments upon the Property; to keep the Property Iree and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings 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.

4. 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 Prostee incurred in enforcing the obligation secured flereby and musice's and attention is the provided by statute.

6. Should Trustor 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 legal rate, shall be added to and become a part of the debt secured by this Deed of Trust.

It is the event any postion of the Property is taken or damaged in an eminent domain proceeding, the entire IT IS MUTUALLY AGREED THAT:

1. 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 portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby, 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.

3. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, upon written request of the Trustor and the Beneficiary, or upon satisfaction of the obligation secured and with written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. 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 Trustor 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 a bona fide purchaser and encumbrancers for value. prima facie evidence of such compliance and conclusive evidence thereof in favor of a bona fide purchaser and encumbrancers for value.

5. Assignment of Rents. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this trust, to collect the rents, issues and profits of the Property, reserving unto the Trustor the right, prior to any default by Trustor of any obligations secured hereby or in performance of any agreement hereunder, and upon the inability of Trustor to collect or arrange for collection of such rents, is ocollect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable atterney's fees, upon any obligations secured hereby, and in such order as the Beneficiary may determine. The entering upon and taking possession of this Property, the collection of such rents, issues and profits and the application thereof as previously stated, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

6. Beneficiary, or any successor in ownership of the obligations secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee anneal herein or acting hereunder, which instrument, executed by the Beneficiary alone and duly acknowledged and recorded in the office of the recorder of the county or counties where said Property is situated, shall be conclusive proof of proper substitution of such successor Trustee, who shall, without convey

- and 4 6 rec	
Frustor Signature	Trustor Address
T. C.	
Trustor Signature	Trustor Address
Trustor Signature	Trustor Address
STATE OF WASHINGTON	
COUNTY OF	· ss.
(Notarial Seal)	On <u>6/36</u> , 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared <u>7dne</u> ESSEK
OFFICIAL SEAL BRIAN NESTER NOTORY Public NAND FOR THE SING OF WASHINGTON MICROSPHOTOR ENGLISH MICHOLOGY 19, 2000	known to me to be the person_ whose namesubscribed to the within Instrument, and acknowledged to me thathe executed the same. WITNESS my hand and official seal.
	No Public in and for said County and State

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a tract of land located in government 1014 of Sec 8 township 3 N Range 8 EWM described as follows; begining at the Sw corner of the said Sec. 8; thence E along 5 line of the said Sec 8 a distance of 600 ft; thence W along 5 line 350 ft; thence N 005712 E parralel to w line of Said Sec 8 130.89 ft to the initial pt of the tract hereby discrebed; thence N. 54 52'12 E to South westerly Right of way line of state secondary they. #8-c as and recorded 12-10.56 at po 44 of book 43 of 102 30 w following said South westerly Right of way line to a paint N 005712 E Of the initial point; thence 5 00 5712 w to the initial point;