

THIS DEED OF TRUST, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (herein called "Grantor") whose address is: \_\_\_\_\_, and Brian J. Frank and/or Lisa Slater, whose address is: P.O. Box 6098, Lutherville, Maryland 21094 (herein called the "Trustees"), and Lexington National Insurance Corporation, whose address is: P.O. Box 6098, Lutherville, Maryland 21094, its successors and assigns (herein called "Beneficiary");

**-- W I T N E S S E T H --**

That Grantor does grant, bargain, sell and convey, **WITH GENERAL WARRANTY OF TITLE AND POWER OF SALE**, unto the Trustees the following real estate, to-wit:

INSERT LEGAL DESCRIPTION HERE

Reference to said deed, etc. is hereby expressly made for a more particular description and for further derivation of title.

IN TRUST, NEVERTHELESS, for the following purpose and none other, namely, to secure the payment of all amounts due under the contingent Promissory Note, the Indemnity Agreement, and other documents between the Grantor and the Beneficiary, related to the \$\_\_\_\_\_ bail bond posted by Beneficiary at Grantor's request for Defendant \_\_\_\_\_.

Grantor further covenants and agrees as follows:

1. Grantor is the owner and seized of the Property in fee simple; Grantor has the right to convey the Property; the Property is free from any and all encumbrances whatsoever, other than those disclosed in writing to the Beneficiary; Grantor will forever warrant and defend the title to the Property from the claims of all persons whomsoever; and Grantor will execute such further deed or deeds as may be necessary or proper to carry out the true intent and purpose of this instrument.

2. If any lien on the Property, superior to the lien of this Deed of Trust, shall be in default, then there shall also be a default herein and the entire outstanding balance of principal and interest of the Bond and all other sums secured hereby shall, at the option of Beneficiary, become immediately due and payable without notice.

3. Beneficiary is authorized (but is not obligated) for the account of Grantor, to make any payment required under any lien superior to this Deed of Trust, or under this Deed of Trust, the nonpayment of which would constitute a default, including but not limited to principal and/or interest payments, taxes and fire insurance premiums. All sums so advanced shall bear interest at the highest legal rate from the date of the advance to the date of repayment, are secured hereby and are due and payable on demand, and the failure to pay on demand shall, at Beneficiary's option, constitute a default hereunder giving rise to all the remedies herein provided in the event of other defaults.

4. In the event of any default hereunder, and for the duration of the default, the Trustees, in addition to all other remedies, shall be entitled to take possession of the Property, to dispossess the owners or any tenant of the owners, and to collect any and all rents, issues and profits of the Property for the use and occupancy thereof. They may apply any sums collected for the expenses of the Trustees in the administration of the trust; to the cost and expense of any repairs to the Property deemed necessary or desirable by the Trustees; to the payment of taxes and premiums of insurance on the Property; and on account of the indebtedness hereby secured and any prior indebtedness, as they see fit; to those ends the Trustees are empowered to lease the Property for such time and upon such terms and conditions as they may deem advisable, to distrain for rent or take any other legal action to enforce the collection thereof or to repossess the Property.

5. If legal or equitable title to the Property or any portion thereof, or interest therein, is transferred to or becomes vested in any one other than Grantor, by assignment, sale, conveyance, encumbrance, or otherwise, without the prior written consent of the Beneficiary, the Beneficiary shall have the option to declare all sums due under the Bond, or under this Deed of Trust, immediately due and payable in full.

6. Grantor assigns, transfers and sets over to Beneficiary every award of condemnation of the Property or any portion thereof. Beneficiary is fully authorized in its discretion to apply for, collect and receive the entire proceeds of any such award; to give proper receipts and acquittances therefor; and to apply the same toward payment of the amount outstanding on the obligation hereof secured, notwithstanding the fact that the amount unpaid on account of such obligation is not then due and payable. Grantor shall, on request, make, execute and deliver any and all further instruments as may be necessary for the collection of such awards.

7. If the Trustees or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the Property or the title thereto or the interest of Trustees or Beneficiary under this Deed of Trust, or if the Beneficiary employs an attorney to collect any or all of the indebtedness secured hereby or to foreclose this Deed of Trust by judicial proceedings, or authorizes the Trustees to conduct Trustees' sale proceeding hereunder, Trustees and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Property.

8. The Beneficiary may retain any payment received from Grantor which is less than the prescribed amount due under the Bond, or this Deed of Trust, and such payment shall not be deemed an accord and satisfaction of the amount due.

9. Advertisement required upon foreclosure shall be notice of the time, place and terms of sale published twice a week for two successive weeks in a newspaper published or having general circulation in the city or county in which such Property lies. If the Property is advertised for sale but the sale is canceled, then the acting Trustee shall be entitled to compensation for services in the amount of Two and One-Half Percent (2-1/2%) of the then outstanding indebtedness secured by this Deed of Trust. In the event of sale, the acting Trustee shall be entitled to a commission in the amount of Five Per Cent (5%) of the gross proceeds of sale.

Except as otherwise provided herein, this Deed of Trust shall be construed to impose and confer upon the parties hereto all duties, rights and obligations as set forth in Section 55-59 of the Code of Virginia as now in force, and as hereafter amended to the extent that any amendment thereof shall not limit the rights of the Trustees or Beneficiary hereunder or the obligations of the Grantor.

The following provisions are incorporated in their respective short forms indicated by the provisions of Section 55-60 of the Code of Virginia, as amended.

Exemptions waived  
Subject to all upon default  
Renewal, extension or reinstatement permitted  
Insurance required - Fire and extended coverage, vandalism  
and malicious mischief in the amount of \$25,000.00  
Substitution of Trustees permitted for any reason whatsoever  
Any Trustee may act

If the Grantor, or someone for Grantor, shall well and truly discharge all the debts, duties and obligations imposed by this Deed of Trust, then Grantor shall be entitled to a good and sufficient release at Grantor's own expense.

Wherever used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders.

**NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.**

WITNESS the following signatures and seals.

\_\_\_\_\_(SEAL)  
owner of property

\_\_\_\_\_(SEAL)  
owner of property

STATE OF VIRGINIA  
AT LARGE:

The foregoing instrument was acknowledged before me in the City/County of \_\_\_\_\_, Virginia, this \_\_\_\_\_ day of date \_\_\_\_\_  
by \_\_\_\_\_.  
Owner of Property

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

STATE OF VIRGINIA  
AT LARGE:

The foregoing instrument was acknowledged before me in the City/County of \_\_\_\_\_, Virginia, this \_\_\_\_\_ day of date \_\_\_\_\_  
by \_\_\_\_\_.  
Owner of Property

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public