

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TRUST DEED and NOTE SECURING BAIL BOND**

BOND # \_\_\_\_\_ DEFENDANT \_\_\_\_\_

**ORIGINAL PROMISSORY NOTE SECURED BY DEED OF TRUST**

\$ \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Year)

ON DEMAND after date for value received, I promise to pay to the order of LEXINGTON NATIONAL INSURANCE

CORPORATION the sum of \_\_\_\_\_ Dollars with interest from date of payment after entry of Summary Judgment on the bail bond referenced above until paid at the rate of 10 percent per annum, payable ON DEMAND, plus reasonable attorneys fees, court costs and collection expenses.

If action be instituted on this Promissory Note, I promise to pay such sum as the Court may fix as attorneys fees, and private investigation fees, court assessments, bail premiums, renewal premiums, and all other losses sustained by LEXINGTON NATIONAL INSURANCE CORPORATION or any of its agents. This Promissory Note is secured by a DEED OF TRUST to Brian J. Frank and/or Lisa R. Slater and/or Mark T. Holtschneider as Trustee and LEXINGTON NATIONAL INSURANCE CORPORATION as Beneficiary.

X \_\_\_\_\_ X \_\_\_\_\_  
\_\_\_\_\_  
(name printed or typed) (name printed or typed)

**DEED OF TRUST**

This Deed of Trust, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, herein called TRUSTOR, whose address is \_\_\_\_\_ and Brian J. Frank and/or Lisa R. Slater and/or Mark T. Holtschneider, herein called TRUSTEE, and LEXINGTON NATIONAL INSURANCE CORPORATION, herein called BENEFICIARY, Witnesseth: that TRUSTOR hereby GRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, all of that property in \_\_\_\_\_ County, Mississippi, described as:

Also known as \_\_\_\_\_

FOR THE PURPOSE OF SECURING the performance of each agreement of the TRUSTOR herein contained and the payment of the sum of \$ \_\_\_\_\_ with interest thereon according to terms of the original Promissory Note of even date, made by the TRUSTOR in favor of the BENEFICIARY.

In addition to that set forth herein above, this DEED OF TRUST secures payment of all indebtedness, fees and expenses incurred by way of a BAIL BOND AGREEMENT, INDEMNITY AGREEMENT, or similar document executed by the undersigned on or about the date thereof relating to the defendant and bond set forth above.

To protect the Security of this Deed of Trust, Trustor agrees: by execution and delivery of this Deed of Trust and the Promissory Note it secures, to be bound by all provisions contained in this Deed of Trust. The said provisions are hereby adopted and incorporated herein, by reference, and made a part hereof as fully as though set forth at length herein; that the references to property, obligations and parties in said provisions are construed to mean the property, obligations and the parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereafter be mailed to him at his address hereinabove set forth.

X \_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_  
(NAME PRINTED OR TYPED)

\_\_\_\_\_  
(NAME PRINTED OR TYPED)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS.

On \_\_\_\_\_ before me \_\_\_\_\_  
personally appeared \_\_\_\_\_ personally known to me or  
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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity of which the person(s) acted  
executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## THIS SIDE MUST BE RECORDED

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To pay to Beneficiary, upon request, in addition to payments specifically required hereunder and under any note secured hereby, in installments, at the time and in the amounts requested by Beneficiary, sums which when cumulated will be sufficient to pay one month prior to the time the same become delinquent, all taxes, assessments and insurance premiums. If such sums exceed the amount so required, the excess may be released or held by Beneficiary to apply on subsequent payments of the same nature, but if such sums are insufficient, Trustor agrees to pay any deficiency on demand. If Trustor shall default under this Deed, Beneficiary may apply all or any part of said funds then held on any obligation secured hereby.

2. Properly to care for and keep the property in good condition and repair and to keep all buildings thereon free from visible active termites, fungi or dry rot infestation; not to remove, alter or demolish any buildings or improvement thereon; to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, to allow Beneficiary to inspect said property from time to time upon reasonable notice to Trustor, not to commit or permit waste of the property; and to comply with all laws, covenants, conditions and restrictions affecting the property. That, the Trustee, upon presentation to it of a statement in writing signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder.

3. To at all times provide, maintain in force and deliver to Beneficiary fire and other such insurance as may be required by Beneficiary in an amount satisfactory to and with loss payable to Beneficiary; the insurance policies shall be in form and content and with such companies as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of the terms of this Deed. If insurance policies have not been delivered to the Beneficiary thirty (30) days before the expiration of any of the insurance, with evidence of the premium having been paid, the Beneficiary shall have the right, but is not obligated to obtain insurance on behalf of the Trustor and pay the premium therefor. The amount collected under any fire or other insurance policy may be applied by Beneficiary to any indebtedness secured hereby. Neither the Trustee nor Beneficiary shall be responsible for such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter.

4. To appear in and 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 evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

5. To pay at least ten (10) days before delinquency: all taxes and assessments affecting said property; when due all encumbrances, charges and liens on said property or any part thereof, which appear to be prior or superior hereto; and pay all costs, fees and expenses incident to the enforcement of this Deed;

6. That, should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so 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. The Beneficiary and/or Trustee are hereby authorized to enter upon said property for the purposes of protecting the security hereof, appear in and defend any action or proceeding to affect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

7. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, interest from date of expenditure at the rate provided in said Note; and to pay for any Beneficiary's written statement, regarding the obligation secured hereby, no more than allowed by law at the time such statement is requested by Trustor, his legal representative or escrow agent.

8. Any award of damages in connection with any condemnation for public use of or injury to said property or any part hereof 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.

9. 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.

10. Any sale, trade, exchange, conveyance or encumbrance of said property or any interest or part thereof, or change of occupancy thereof, without the written consent of the Beneficiary herein named, or its successors or assigns, shall give such Beneficiary, or its successors or assigns the right to declare the then full unpaid balance of said note due and payable.

11. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and all Notes secured thereby, for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may upon payment of its fees: 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.

12. That upon written request of Beneficiary, stating that all obligations secured hereby have been paid, and upon surrender of this Deed and the Promissory Note 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 of fact 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 (5) years after issuance of such full reconveyance, Trustee may destroy this Deed and the Promissory Note.

13. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale of written notice of default and of election to cause to be sold said property, which notice of Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, Promissory Note, and all documents evidencing expenditures or obligations secured hereby. The Trustee, upon presentation to it by Beneficiary of a written declaration of default and demand for sale, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder. After the lapse of such time as may be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole, or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the property, if consisting of several known lots or parcels, shall be sold) at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property of public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary, may purchase at such sale. After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the Promissory Note; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto, upon proof of claim satisfactory to Trustee.

14. The Beneficiary or his successor in interest shall have the right to substitute a Trustee or Trustees in the place and stead of the written Trustee or any substituted Trustee by complying with the laws of the State recorded in providing therefor and upon the recording in the office of the County Recorder of said County an acknowledgment by the Trustee, acting at the date thereof, of the receipt of a copy of such substitution. It shall be the duty of any Trustee to make such acknowledgment when so requested upon presentation of the Deed and Promissory Note for endorsement and upon payment to it of an amount equal to the amount the Trustee would then charge for a Full Reconveyance.

15. 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 include not only the original Beneficiary hereunder, but also any future owner and holder, including interest to the Trustor and all future record owners of the property described herein. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number including the plural.

16. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.