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**DEED OF TRUST**

**THIS DEED OF TRUST (“Deed of Trust”)** is made as of \_\_\_\_\_, 20\_\_\_\_, and is executed as part of a security transaction.

The Trustor is \_\_\_\_\_ (individually, collectively, jointly, and severally, **“Trustor”**).

The Trustee is Ronald A. Frank and/or Lisa Slater (**“Trustee”**).

The Beneficiary is Lexington National Insurance Corporation, which is organized and existing under Florida law, and whose address is P.O. Box 6098, Lutherville, Maryland 21094 (**“Beneficiary”**)

NOW, THEREFORE, to secure performance of each agreement of Trustor herein contained and securing payment to Trustee of (a) all monies due to Trustee pursuant to the Alien Application and Agreement and in the Indemnitor Application and Agreement, executed and delivered by Trustor on or about the date of this Deed of Trust (individually or collectively, the **“Agreements”**), (b) all losses, damages, attorneys’ fees, investigation fees, forfeitures, judgments, court assessments, and liabilities (excluding, however, any bail bond premiums) suffered, sustained, or incurred by Trustee arising out of or relating to one or more immigration bonds posted on behalf of defendant \_\_\_\_\_ in the amount of \$\_\_\_\_\_ in the case of \_\_\_\_\_ v. \_\_\_\_\_ (**“Action”**), Power Number(s) (if known) \_\_\_\_\_, and (c) on account of or related to the execution of any other bail bond executed or posted by or for Trustee in connection with or related to the Action or Agreements (all of the foregoing items described in clauses (a) through (c) above sometimes referred to collectively in this Deed of Trust as the **“Obligations”**), and for other good and valuable consideration, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the Borough of \_\_\_\_\_, Alaska, which has the address of \_\_\_\_\_, Alaska (**“Property”**):

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recording District: \_\_\_\_\_

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "**Property.**"

TRUSTOR COVENANTS that Trustor is lawfully seized of the estate hereby conveyed and has right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the date hereof. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Trustor and Beneficiary covenant and agree as follows:

**1. Payment.** Trustor shall promptly pay when due the amounts evidenced by the Agreements.

**2. Charges; Liens.** Trustor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this Deed of Trust, and any leasehold payments or ground rents. Trustor shall pay them on time directly to the person owed payment. Trustor shall promptly furnish to Beneficiary all notices of amounts to be paid under this paragraph, and shall promptly furnish to Beneficiary receipts evidencing the payments. Trustor shall promptly discharge any lien that has priority over this Deed of Trust unless Trustor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings that in Beneficiary's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust. If Beneficiary determines that any part of the Property is subject to a lien that may attain priority over this Deed of Trust, Beneficiary may give Trustor a notice identifying the lien. Trustor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**3. Hazard or Property Insurance.** Trustor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires. The insurance carrier providing the insurance shall be chosen by Trustor subject to Beneficiary's approval (which approval shall not be unreasonably withheld). If Trustor fails to maintain coverage described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property in accordance with this Deed of Trust.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard Deed of Trust clause. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Trustor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor.

Unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any

excess paid to Trustor. If Trustor abandons the Property, or does not answer within 30 days a notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given.

If under this Deed of Trust the Property is acquired by Beneficiary, Trustor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

**4. Preservation, Maintenance and Protection of the Property; Leaseholds.** Trustor shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Trustor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Beneficiary's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Beneficiary's security interest. Trustor may cure such a default and reinstate, as provided in this Deed of Trust, by causing the action or proceeding to be dismissed with a ruling that, in Beneficiary's good faith determination, precludes forfeiture of Trustor's interest in the Property or other material impairment of the lien created by this Deed of Trust or Beneficiary's security interest. If this Deed of Trust is on a leasehold, Trustor shall comply with all the provisions of the lease. If Trustor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Beneficiary agrees to the merger in writing.

**5. Protection of Beneficiary's Rights in the Property.** If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect Beneficiary's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Beneficiary may do and pay for whatever is necessary to protect the value of the Property and Beneficiary's rights in the Property. Beneficiary's actions may include paying any sums secured by a lien that has priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Beneficiary may take action under this paragraph, Beneficiary does not have to do so. Any amounts disbursed by Beneficiary under this paragraph shall become additional debt of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, these amounts shall bear interest at the lesser of 10% per annum or the highest rate permitted by law from the date of disbursement and shall be payable, with interest, upon notice from Beneficiary to Trustor requesting payment.

**6. Inspection.** Beneficiary or its agent may make reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary. If the Property is abandoned by Trustor, or if, after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within 30 days after the date the notice is given, Beneficiary is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

**8. Trustor Not Released; Forbearance By Beneficiary Not a Waiver.** Extension of the time for payment or modification of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Trustor shall not operate to release the liability of the original Trustor or Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify the sums secured by this Deed of Trust by reason of any demand made by the original Trustor or Trustor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**9. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Beneficiary and Trustor, subject to the provisions of this Deed of Trust. Trustor's covenants and agreements shall be joint and several.

**10. Charges.** If the amounts secured by this Deed of Trust are subject to a law that sets maximum charges, and that law is finally interpreted so that the charges collected or to be collected in connection with the Agreements exceed the permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Trustor that exceed permitted limits will be refunded to Trustor. Beneficiary may choose to make this refund by reducing the amounts owed under the Agreement or by making a direct payment to Trustor.

**11. Notices.** Any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Trustor designates by notice to Beneficiary. Any notice to Beneficiary shall be given by first class mail to Beneficiary's address stated herein or any other address Beneficiary designates by notice to Trustor. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Beneficiary when given as provided in this paragraph.

**12. Governing Law; Severability.** This Deed of Trust shall be governed by Alaska law. If any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust that can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust are declared to be severable.

**13. Trustor's Copy.** Trustor shall be given one conformed copy of this Deed of Trust.

**14. Transfer of the Property or a Beneficial Interest in Trustor.** If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person) without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. If Beneficiary exercises this option, Beneficiary shall give Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Trustor must pay all sums secured by this Deed of Trust. If Trustor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Trustor.

**15. Trustor's Right to Reinstate.** If Trustor meets certain conditions, Trustor shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier

of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (b) entry of a judgment enforcing this Deed of Trust. Those conditions are that Trustor: (i) pays Beneficiary all sums that then would be due under this Deed of Trust as if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (iv) takes such action as Beneficiary may reasonable require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Trustor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

**16. Hazardous Substances.** Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph, "**Hazardous Substances**" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "**Environmental Law**" means federal and Alaskan laws that relate to health, safety, or environmental protection.

**17. Acceleration; Remedies.** Beneficiary shall give notice to Trustor prior to acceleration after Trustor's breach of any covenant or agreement in this Deed of Trust (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Trustor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Trustor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default of any other defense of Trustor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Beneficiary at its option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and those remedies permitted by applicable law may be invoked. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Beneficiary may bring suit in any court of competent jurisdiction to foreclose the lien of this Deed of Trust judicially and/or obtain judgment on the Agreements that it

secures. Any election by Beneficiary to invoke the power of sale provisions of this paragraph 17 shall not be considered a final and binding election of remedies that would preclude such a judicial foreclosure, until conclusion of the sale of the Property by the Trustee as described in this paragraph 17.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each Recording District in which any part of the property is located. Beneficiary or Trustee shall mail copies of the notice to the persons and in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Trustor, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it.

**18. Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

**19. Substitute Trustee.** Beneficiary may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by applicable law.

**20. Assignment of Rents.** Trustor assigns to Beneficiary all of the rents, issues, and profits of the Property. So long as there is no default by Trustor in the performance or observance of any Obligations secured by this Deed of Trust, Trustor shall have the right to collect the rents, issues, and profits, but no more than one month in advance. This paragraph constitutes an absolute and present assignment of the rents, issues, and profits of the Property, subject, however, to a conditional license given to Trustor to collect and use same to the extent provided above.

BY SIGNING BELOW, Trustor accepts and agrees to the terms and covenants contained in this Deed of Trust.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

TRUSTOR

\_\_\_\_\_

\_\_\_\_\_

**[if Trustor is married, husband and wife must sign]**

[Space Below This Line For Acknowledgment]

STATE OF ALASKA            )  
  )    ss,  
Anchorage Judicial District )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_ 20\_\_\_\_\_, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and \_\_\_\_\_ acknowledged to me that \_\_\_\_\_ signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for Alaska

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

Prepared By:  
Lexington National Insurance Corporation  
P.O. Box 6098  
Lutherville, Maryland 21094

Return to:  
Lexington National Insurance Corporation  
Attn: Mark Holtschneider  
P.O. Box 6098  
Lutherville, Maryland 21094