

This instrument prepared by: Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, Maryland 21094

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS
\$ _____.

DEED OF TRUST

FOR AND IN CONSIDERATION of One Dollar in hand paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, we, _____ (individually, collectively, jointly, and severally, "**Grantor**"), have this day bargained and sold, and do hereby transfer and convey to Ronald J. Frank and/or Lisa Slater, a resident of Baltimore, Maryland ("**Trustee**"), and his/her successors in trust, for the benefit of Lexington National Insurance Corporation, a Florida Corporation, whose address is P.O. Box 6098, Lutherville, Maryland 21094 ("**Beneficiary**"), certain property in the State of Tennessee, _____ County, described as follows, to-wit:

Legal Description: _____

With a situs address of: _____

TO HAVE AND TO HOLD such property to Trustee and his/her successors in trust forever. Grantor covenants that it is lawfully seized of such property, has a good right to convey it, and that the same is unencumbered except for matters appearing of record as of the date hereof.

Grantor further covenants and binds itself, its heirs and representatives, to warrant and defend the title to such property to Trustee, and his/her successors in trust, and his/her assigns, forever, against the lawful claims of all persons.

But this conveyance is made IN TRUST for the following uses and trusts, and for no other purposes, to secure performance of each agreement of Grantor herein contained and securing payment to Beneficiary of (a) all monies due to Beneficiary pursuant to the Bail Bond Application and Agreement and the Indemnitor Application and Agreement, executed and delivered by Grantor 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 suffered, sustained, or incurred by Beneficiary arising out of or relating to one or more bail 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 Beneficiary 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**").

As part of the consideration for the execution of this Deed of Trust, and of the Obligations secured hereunder, Grantor agrees to keep all buildings now on, or to be hereafter erected on such property, insured in some reliable fire insurance company, or companies, at its maximum insurable value, until the Obligations have been satisfied in full, and to have any loss made payable on the policy, or policies, to Trustee for the benefit of Beneficiary as its interest may appear.

Grantor agrees to pay all taxes and assessments thereon, general or special, and to pay them when due and upon demand of Trustee or Beneficiary; to pay, discharge, or remove, any liens that may be hereafter placed against the property and that shall adversely affect the lien of this Deed of Trust or the enforcement of the terms and provisions hereof; to keep the improvements on the property in good repair and preservation, and in case Trustee or his/her successors or Beneficiary shall hereafter be required to appear in any court or tribunal to enforce this Deed of Trust or the terms thereof, or to defend the title to, or possession of, the property, or the lien of this Deed of Trust, or appear in any court to prove the Obligations, all the costs and expenses of such appearance or proceedings, together with a reasonable attorneys' fee shall be allowed, and if paid by Trustee or Beneficiary, shall bear 10% interest from the date of payment and shall be and become a part of the Obligations secured hereby.

Now, if Grantor shall satisfy the Obligations according to the terms hereof, and pay taxes, keep up repairs, keep the property insured, and perform the other and foregoing obligations and agreements, then this trust conveyance shall be of no further force or effect. But if Grantor fails to satisfy the Obligations, or if, failing to pay taxes, keep up repairs, keep the property insured, or perform such other obligations or agreements as herein provided, Grantor fails to reimburse Trustee or Beneficiary for all sums, with interest, so expended by Trustee, or Beneficiary, within 30 days from date of such payment, this trust conveyance shall remain in full force and effect and at the option of Beneficiary, all remaining Obligations shall become due and payable at once, without notice, and Trustee or his/her successor in trust, is hereby authorized and empowered upon giving 20 days' notice by three publications in any newspaper, daily or weekly, published in the County where the property is located, to sell the property at the front door of the Court House in such county to the highest bidder for cash, at public outcry, free from the statutory right of redemption, homestead, dower, and all other exemptions of every kind, which are expressly waived, and Trustee or his/her successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. Grantor agrees that Trustee may, at any time after default in the payment or performance of any Obligation, enter and take possession of the property and shall only account for the net rents actually received by Trustee. Grantor agree that if Trustee fails, before selling the property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to purchaser by Trustee of a deed for the property.

In the event of the death, absence, inability, or refusal to act of Trustee at any time when action under the foregoing powers and trust may be required, Beneficiary is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named Trustee shall be vested in such successor.

In the event of a sale of the property under and by virtue of this trust, Grantor and all persons holding under them shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to such purchaser; such tenancy to be determined at the option of such purchaser upon 5 days' written notice.

Grantor assigns to Trustee all of the rents, issues, and profits of the property. So long as there is no default by Grantor in the performance or observance of any Obligations secured by this Deed of Trust Grantor 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 Grantor to collect and use same to the extent provided above.

Upon any sale under this Deed of Trust, the proceeds will be applied by Trustee as follows:

First: To pay all the cost and charges of executing this trust, including attorneys' fees and the expenses of any litigation that may arise on account of the execution and enforcement of this trust, or in connection therewith as above provided.

Second: To pay all amounts due hereunder or under the Agreements then remaining unpaid.

Third: The residue to be paid to Grantor, or its order.

Witness our hands this _____ day of _____, 20____.

Mortgagor(s):

Signature

Signature

Print Name

Print Name

[if Grantor is married, husband and wife must sign]

STATE OF _____
COUNTY OF _____

Personally appeared before me _____, a Notary Public in and for said County and State, _____, the within named Grantor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, _____, this _____ day of _____, 20____.

Notary Public

Commission expires _____

STATE OF _____
COUNTY OF _____

Personally appeared before me _____, a Notary Public in and for said County and State, _____, the within named Grantor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, _____, this _____ day of _____, 20_____.

Notary Public

Commission expires _____