

DEED OF TRUST

THIS DEED OF TRUST ("this Deed of Trust"), made and entered into as of _____, 20____, by and between _____ (individually, collectively, jointly, and severally "**Grantor**"), _____ of _____ County, whose address is: _____; Ronald A. Frank and/or Lisa Slater ("**Trustee**"), and Lexington National Insurance Corporation, whose address is: P.O. Box 6098, Lutherville, Maryland 21094, and its successors and assigns ("**Grantee**").

WITNESSETH, that Grantor, in consideration of the debt and trust hereinafter created, does by these presents grant, bargain and sell, convey and confirm unto Trustee, the following-described premises, situate in the County of _____, Missouri, to-wit:

_____, together with all rights, privileges, easements, and appurtenances thereunto attaching or belonging, and the rents, issues, and profits thereof, and all buildings, fixtures, and improvements now erected or hereafter to be erected thereon (collectively, the "**Property**").

TO HAVE AND TO HOLD the same, unto Trustee, his/her successors and assigns in trust for the following purposes:

WHEREAS, Grantor hereby grants this Deed of Trust for the purpose of securing performance of each agreement of Grantor herein contained and securing payment to Grantee of (a) all monies due to Grantee 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 Grantee 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 Grantee 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 WHEREAS, Grantor agrees (1) to pay all present and future taxes and assessments, general and special, against the Property before they become delinquent, (2) to keep the improvements now existing or hereafter erected on the Property insured against loss by fire and other casualty, in such form and amount and with such company as may be satisfactory to Grantee, constantly assigned and delivered to Grantee, with power to collect any money becoming due thereon and apply it on such indebtedness or upon the repair or reconstruction of the improvements upon the Property, (3) to pay all liens or claims that may take precedence over this Deed of Trust, as soon as such liens or claims shall become due, (4) to keep the Property in good condition and repair and not permit any waste thereon or substantial deterioration thereof, and (5) to use the land and to permit the use of the land only for lawful purposes; and upon the failure of Grantor to keep any of these agreements, Grantee may pay such tax, for such insurance, pay off such liens, or claims, or cost of repairs, as the case may be, and the money so expended with interest at 10% per annum (but in no event higher than the highest rate allowed by law) shall be secured by this Deed of Trust, and Grantor agrees to repay same upon demand;

NOW, if such Obligations be kept, this Deed of Trust shall become void and shall be released by Grantee at the expense of Grantor; but if default be made in the keeping of any of the Obligations, Trustee at the request of Grantee shall sell the Property or any part thereof at public venue to the highest bidder for cash at a front door (to be designated by the Trustee) of the building then appointed for holding the Circuit Court in the County where the Property is located, first giving notice of such sale in the manner now prescribed by statute; and upon such sale Trustee shall convey to the purchaser the Property sold and out of the proceeds of the sale shall pay, (1) the costs of sale including reasonable attorney's fee if any attorney be employed, (2) the moneys, if any, paid out by Grantee as herein authorized, (3) the unpaid indebtedness with interest to date of sale, and (4) the balance to Grantor, his heirs, successors or assigns; and any conveyance so made shall be prima facie evidence of the facts recited therein.

A sale of less than the whole of the Property herein conveyed or any defective or irregular sale made hereunder shall not exhaust the power of sale herein granted, but subsequent sales hereunder may be made by Trustee as long and as often as any of the indebtedness hereby secured remains unpaid and any of the Property remains unsold, or any defect or irregularity in sale exists.

In the event of a sale hereunder, the abstract of title to the Property, if any, and all policies of insurance delivered as hereinabove provided, shall be assigned and delivered to the purchaser at such sale; and Trustee is hereby directed to make such assignment of insurance in the name of the insured in such policies.

Grantor reserves possession of the Property as tenant of Trustee at a rental of one cent per month payable on demand until default in the performance of any of the Obligations, whereupon possession shall be delivered to Trustee or the purchaser at trustee's sale hereunder.

In case of the inability or refusal to act, or temporary or permanent absence from the State of Missouri of Trustee or any successor trustee, when any advertisement and sale are to be made hereunder, then Grantee may, by written instrument duly executed and acknowledged, appoint a substitute trustee who shall, for the purposes of that advertisement and sale, succeed to Trustee's title and powers hereunder. Such instrument of appointment shall be recorded in the office of the recorder of deeds of such county no later than the date on which the successor Trustee's deed is filed for record.

Trustee shall have the power to successively adjourn the sale for good cause by announcement at the time and place advertised for the sale (or to which it was last adjourned) and any such adjourned sale may be made under the advertisement and notices given for the original time and place fixed for the sale.

At any time after default in the keeping of any Obligations, Grantee shall be entitled, as a matter of right, upon application to any court of competent jurisdiction, to have a receiver appointed to take charge of all the real estate, appurtenances, and personal property (if any) herein described, and to demand, collect, and receive all rents and other income therefrom, and pay out the same as directed by the court; and such receivership shall continue, in the event of foreclosure, until all right of redemption, if any, is terminated.

[Signature(s) on next page]

IN WITNESS WHEREOF, Grantor has hereto set his/her hand the date first above written.

GRANTOR(S):

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

STATE OF _____, _____ COUNTY

I HEREBY CERTIFY, that on _____, 20____, before me, a Notary Public of the State of _____, personally appeared _____ and _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Deed of Trust, who acknowledged that he [she/they] executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

AFTER RECORDING, PLEASE RETURN TO:

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