

NOTE TO CLERK: NO RECORDATION TAX IS DUE AND PAYABLE BECAUSE NO DEBT HAS YET BEEN INCURRED.

MAXIMUM AMOUNT SECURED: \$ _____

INDEMNITY DEED OF TRUST

THIS INDEMNITY DEED OF TRUST ("this Deed of Trust") made this _____ day of _____, 20____, by and between _____

(individually, collectively, jointly, and severally, "**Grantor**"), and Ronald A. Frank and/or Lisa R. Slater (collectively, "**Trustees**"), for the benefit of Lexington National Insurance Corporation, a Florida Corporation, whose address is P.O. Box 6098, Lutherville, Maryland 21094 ("**Beneficiary**").

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained and securing payment to Beneficiary of (a) all monies due to Beneficiary pursuant to the "**Bond Agreement and Promissory Note**", 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 immigration bonds posted on behalf of _____ ("Alien") in the amount of _____ whose bond number is _____, and (c) on account of or related to the execution of any other immigration bond executed or posted by or for Beneficiary in connection with or related to the Alien 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**").

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That to secure the prompt payment of the Obligations and all charges as herein provided, Grantor, in consideration of the premises and the sum of One (\$1) Dollar, paid to it, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey in fee simple unto Trustees the land and premises described as follows:

Legal Description:

Said Property is commonly known as: _____

APN #: _____

together with all the improvements thereon or in anywise appertaining, and all the estate, right, title, interest, and claim of Grantor in or to the such land and premises (collectively the "**Property**");

IN TRUST to permit Grantor to use and occupy the Property and to receive the rents, issues, and profits thereof, until default be made in the payment of the Obligations hereby secured or in the performance of any covenant or agreement contained in this trust; and upon the full payment of the Obligations hereby secured and interest thereon, and all moneys advanced or expended as provided for in this Deed of Trust, and all other costs, attorneys' fees, charges, commissions, and expenses, at any time before the sale herein provided for, to release and re-

convey the Property unto and at the cost of Grantor or the party or parties then claiming under Grantor.

Grantor, for itself and its personal representatives, successors and assigns, covenants and agrees as a part of this trust, as follows:

1. Grantor will pay all amounts as provided herein, and all taxes and assessments relating to the Property, all charges against the Property, and all other sums that are required to be paid by it under the terms of the Agreements or this Deed of Trust, including costs, expenses, and attorneys' fees incurred by Trustees or the Beneficiary with respect to this trust, the Agreements, or the Property. In default of any such payment Beneficiary may pay the same and any sum or sums so paid shall be added to the debt hereby secured, shall be payable on demand, shall bear interest at 10% per annum (but in no event higher than the highest rate allowed by law), and shall be secured by this Deed of Trust.

2. Grantor will keep the Property in as good order and condition as it is now and will not commit or permit any waste thereof, reasonable wear and tear excepted. Grantor will not act or fail to act in any manner that will jeopardize the lien of this Deed of Trust.

3. Grantor will keep the Property insured against loss by fire and other hazards, casualties, and contingencies in such amounts with such companies, on such terms and conditions and for such periods of time as may reasonably be required by Beneficiary. Grantor will pay promptly when due any premiums on such insurance. All such policies of insurance will name Trustees and Beneficiary as insureds thereunder pursuant to a standard mortgagee clause.

4. Without the prior written consent of Beneficiary, Grantor will not transfer, or execute a contract to transfer, all or any part of the Property or any interest therein. If the ownership of the Property or any part thereof is transferred to a person other than Grantor, Beneficiary may, without notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and the Obligations secured hereby in the same manner as with Grantor, and any extension of the time in the payment of the Obligations at the instance of the then owner of the Property shall not relieve Grantor of its liability for the performance of any of the covenants and agreements contained herein, whether the extension or modification be made with or without the consent of Grantor.

5. The irrevocable power to substitute one or more of the Trustees named herein or substituted therefor is expressly granted to Beneficiary, to be exercised any time and from time to time, without notice and without specifying any reason therefor, by filing for record among the land records where this instrument is recorded a Deed of Appointment. Thereupon all of the title, estate, powers, rights, and duties of the Trustee thus superseded shall terminate and shall be vested in the successor trustee or trustees. Grantor and Trustees herein named (or that hereafter may be substituted) expressly waive notice of the exercise of this power, the giving of bond by any Trustee, and any requirement for application to any court for the removal, substitution or appointment of a Trustee hereunder.

6. Other than this lien of this Deed of Trust, liens for property taxes and assessments not yet due and payable, and other matters of record as of the date hereof, Grantor will keep the Property free from all liens, mortgages, deeds of trust, and security interests of every kind and nature.

7. The failure of Grantor to keep, observe, or perform any of the Obligations or any of its obligations under this Deed of Trust shall constitute a default and all Obligations secured hereby shall immediately become due and payable, at the option of Beneficiary. At any time thereafter, Trustees shall have the power and it shall be their duty, at the request of Beneficiary, to take possession of and sell the Property, or any part thereof requested by Beneficiary to be sold, and in connection therewith Grantor hereby (i) assents to the passage of a decree for the sale of the Property by the equity court having jurisdiction, and (ii) authorizes and empowers Trustees to take possession of and sell (or in case of any default of any purchaser to resell) the Property, all in accordance with the laws of the State of Maryland or rule of court relating to deeds of trust. A foreclosure sale may be made subject to one or more tenancies of the Property entered into after the date of the recording of this Deed of Trust or otherwise subordinate hereto if the required advertisement of sale so discloses. In case of any sale under this Deed of Trust, by virtue of judicial proceedings or otherwise, the Property may be sold as an entirety or in parcels, by one sale or by several sales, as may be deemed by Trustees to be appropriate and without regard to any right of Grantor or any other person, to the marshalling of assets. Any sale hereunder may be made at public auction, at such time or times, at such place or places, and upon such terms and conditions and after such previous public notice as Trustees shall deem appropriate and as required by law. Upon the terms of such sale being complied

with, Trustees shall convey to the purchaser, at the cost of such purchaser, the interest of Grantor in the Property so sold, free and discharged of and from all estate, title, or interest of Grantor, at law or in equity, such purchaser or purchasers being hereby discharged from all liability to see to the application of the purchase money. The proceeds of such sale or sales under this Deed of Trust, whether under the assent to a decree, the power of sale, or by equitable foreclosure, shall be held by Trustees and applied as follows: first, to pay all costs, charges, and expenses attending the execution of this trust or any sale relevant hereto, including reasonable counsel fees to the attorneys representing Beneficiary and Trustees and a trustees' commission equal to the commission allowed trustees for making sales of property under decrees of the equity court having jurisdiction; second, to pay all Obligations secured hereby in such order and manner as Beneficiary in its sole discretion may determine; and lastly, to pay any surplus to Grantor or any person entitled thereto upon surrender and delivery to the purchaser or purchasers of the Property, and less the costs, if any, of obtaining possession. Immediately upon the first insertion of any advertisement or notice of sale, there shall be and become due and owing by Grantor all expenses incident to any foreclosure proceeding under this Deed of Trust and a commission on the total amount of the Obligations then due equal to one-half of the percentage allowed as commissions to trustees making sales under orders or decrees of the equity court having jurisdiction, and no person shall be required to receive only the aggregate Obligations then secured hereby with interest thereon to the date of payment unless the same be accompanied by a tender of such expenses, costs, and commission.

8. Grantor warrants specially the Property herein conveyed and will execute such further assurances thereof as may be requisite.

9. Any trustee acting alone may exercise any or all of the powers granted hereby to Trustees collectively, without the joinder of the other trustee.

10. Grantor assigns to Beneficiary 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.

The provisions of this Deed of Trust shall be binding upon and inure to the benefit of Grantor, its heirs, personal representatives, successors and assigns, Trustees and any successor, or substitute trustee or trustees, and Beneficiary. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[***Signature(s) on next page***]

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

WITNESS:

X

Signature of Witness

Printed Name of Witness

X

Signature of Witness

Printed Name of Witness

GRANTOR:

X

Signature of Mortgagor

Print Name of Mortgagor

Address of Mortgagor

City, State and Zip Code

X

Signature of Mortgagor

Print Name of Mortgagor

Address of Mortgagor

City, State and Zip Code

[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 _____, 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: _____

CERTIFICATION

This instrument has been prepared by _____, an attorney, under such attorney's supervision, or by one of the parties named in this instrument.

AFTER RECORDING, PLEASE RETURN TO:

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