

**DEED OF TRUST  
TO SECURE BOND INDEMNITY**

**THIS DEED OF TRUST** ("this Deed of Trust"), made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, between \_\_\_\_\_ (individually, collectively, jointly, and severally, "**Grantor**"), whose address is \_\_\_\_\_, and Washington County Title Company, ("**Trustee**"), whose address is 35 West Idaho Street, Weiser, Idaho 83672, for the benefit of Lexington National Insurance Corporation ("**Beneficiary**"), whose address is P.O. Box 6098, Lutherville, Maryland 21094.

WITNESSETH That GRANTOR does hereby irrevocably GRANT, BARGAIN, SELL, AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE that property in the County of \_\_\_\_\_, State of Idaho, described as follows, and containing not more than 80 acres:

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

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits (collectively, the "**Property**").

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 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**").

**A. To protect the security of this Deed of Trust, Grantor agrees:**

1. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts that from the character or

use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon the Obligations secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. 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 attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least 10 days before delinquency all taxes and assessments affecting the Property, when due, all encumbrances, charges, and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust. Grantor's failure to pay shall constitute a default under this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from the day of expenditure at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by applicable law.

6. Should Grantor fail to make any payments or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Grantor and without releasing Grantor 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, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel, and pay reasonable attorneys' fees.

**B. It is mutually agreed that:**

1. Any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the Obligations secured hereby, Trustee may: reconvey all or any part of the Property; consent to the making of any map or plat thereon; or join in any extension agreement subordinating the lien or change hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held thereunder. The recitals in any conveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof to the truthfulness thereof. The grantee in such reconveyance may be described as “the person or persons legally entitled thereto.”

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect rents, issues, and profits of the Property, reserving unto Grantor the right, prior to any default by Grantor in payment of the Obligations secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Obligations hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys’ fees, upon any Obligations secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any Obligations secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause to be sold the Property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein the Property or some part of therein is situated.

7. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell the Property at the time and place fixed by it in such notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for each in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

8. After deducting all costs, fees, and expenses of Trustee and of this Deed of Trust, including the cost of evidence of title and reasonable counsel fees 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 set forth above; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

9. This Deed of Trust applies to, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

10. 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 Grantor, Beneficiary, or Trustee shall be a party unless brought by the Trustee.

11. In the event of dissolution or resignation of the Trustee, Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the Property is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein. Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at its address hereinbefore set forth.

IN WITNESS WHEREOF, each Grantor has hereunto set their hands the day and year first above written.

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

GRANTOR(S):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

STATE OF IDAHO, COUNTY OF _____ ss On This _____ day of _____, 20____, before me _____, a notary public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.  In testimony whereof, I have hereunto set my hand and affixed my seal in the State and County on the day and year written above.  Notary Public Signature: _____  Residing At: _____  My Commission Expires: _____	STATE OF IDAHO, COUNTY OF _____ I HEREBY CERTIFY That this instrument was filed for record at the request of _____ at _____ minutes past _____ o'clock ____M., this _____ day of _____ 20____, in any office, and duly recorded in Book _____ Of Mortgages at page _____  By: _____ Deputy  Fees: \$ _____  Mail to: _____
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RETURN TO: Lexington National Insurance Corporation  
P.O. Box 6098  
Lutherville, Maryland 21094