

ASSESSOR'S PARCEL NO. \_\_\_\_\_

## DEED OF TRUST

**THIS DEED OF TRUST ("this Deed of Trust")**, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between \_\_\_\_\_ (individually, collectively, jointly, and severally, "**Trustor**"), whose mailing address is \_\_\_\_\_, and Chicago Title Company ("**Trustee**"), and American Contractors Indemnity Company, a California Corporation ("**Beneficiary**"), whose address is \_\_\_\_\_.

WITNESSETH: That WHEREAS this Deed of Trust is for the purpose of securing performance of each agreement of **Trustor** 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 **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 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**").

NOW, THEREFORE, for the purpose of securing the Obligations and each agreement of **Trustor** herein contained, **Trustor** irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST WITH POWER OF SALE, all that property in \_\_\_\_\_ County, Nevada described as:

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

With a Street Address of: \_\_\_\_\_

TOGETHER WITH all appurtenances in which Trustee has any interest including water rights benefiting such realty whether represented by shares of a company or otherwise; and

**TRUSTOR** ALSO ASSIGNS to Beneficiary all rents, issues, and profits of such realty, reserving the right to collect and use the same except during continuance of a default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

TO HAVE AND TO HOLD such property upon and subject to the trusts and agreements herein set forth and incorporated herein by reference. The following covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust EXCEPT ONLY that the amounts agreed upon by the parties to this instrument with respect to covenants Nos. 2, 4, and 7 incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2 shall be an amount equal to the most recent assessed value of the Property; Covenant No. 4, 10%; and Covenant No. 7, 5%. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

| TRUSTOR REQUESTS that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at the address hereinbefore set forth.

| TRUSTOR FURTHER AGREES AS FOLLOWS:

| 1. Trustor shall properly care for and keep such property in good condition and repair, not to remove or demolish any building thereon, to complete in good and workmanlike manner any building that may be constructed thereon, and to pay when due all claims for labor performed and material furnished therefore, to comply with all laws, ordinances, and regulations requiring any alterations or improvements to be made thereon, not to commit or permit any waste thereof, not to commit, suffer, or permit any act to be done in or upon such property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character at use of such property, may be reasonably necessary, the specific enumerations herein not excluding the general.

| 2. Trustor agrees to pay and discharge all costs, fees, and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not. Such amounts shall become due upon delivery to Trustee of Declaration of Default for Sale, as hereinafter provided.

3. The amount collected under any fire insurance policy shall be credited first to amounts due hereunder; provided, however, that at Beneficiary's option, the entire amount collected under the policies or any part thereof may be released to Trustor, without liability upon Trustee for such release.

| 4. Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting all or any part of such conveyed premises, or if any adverse claim for against all or any part of such premises, be made or asserted, Trustor will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any 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 herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind with which Trustor, Beneficiary, and/or Trustee shall be named as defendant unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any amounts secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment when due, of all other sums so secured or to declare default as herein provided for failure to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, consent in writing of making of any map or plot thereof, join in granting any endorsement thereon; or join in any extension agreement or subordination agreement connected herewith.

9. Upon receipt of written request from Beneficiary requiring that all sums secured hereby have been sold and upon surrender of this Deed and upon payment of fees the Trustee shall recovery without warranty the property then held hereunder. The records in such reconveyance shall be conclusive proof of the truth thereof. Trustor in such reconveyance may be described in general terms as the person or persons legally entitled thereto. Should default be made by Trustor in payment of any amounts secured hereby and/or and in performance of any agreement herein, then Beneficiary may declare all amounts secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause such property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed and all documents evidencing any expenditure secured hereby.

10. After 3 months shall have elapsed after any such notice of default, Trustee shall sell such property at such time and of such place in the State of Nevada as Trustee in its sole discretion shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof is situated, or at in office of the Trustee located in the State of Nevada.

(a) Trustor waives any and all other demands or notices as conditions precedent to sale of such personally.

(b) Trustee may postpone sale of all, or any portion of such property by public announcement of the time fixed by notice of sale, and may thereafter postpone such sale from time to time by public announcement of the time previously arranged.

(c) At the time of sale so fixed, Trustee may sell the properly so advertised or any part thereof either as a whole or in separate parcels at its sole discretion, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property to be sold, but without covenant or warranty excess or implied. Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of 10% per annum, all other sums then secured hereby, and the remainder if any to the person or persons legally entitled hereto.

12. Beneficiary or assigns may at any time by instrument in writing appoint a successor or successors to Trustee named herein or acting hereunder, which instrument executed and acknowledged by Beneficiary and recorded in the Office of the County Recorder of the County or Counties wherein such property is situated shall be conclusive proof of the proper substitution of such successor or trustee who shall have all the estate powers, duties, and trusts in the premises vested in or conferred on the original Trustee. If there are more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and such acts shall be deemed to be the acts of all Trustees, and the record in any conveyance executed by the sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to and inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

14. Trustee accepts these Trusts when this Deed of Trust duly executed and acknowledged, is made a public record as provided by law.

15. 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.

IN WITNESS WHEREOF, Trustor has executed this instrument. I/We have hereunto set my hand/our hands this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

