

Recording Requested By:

When Recorded Mail To:

Space Above for Recorder's Use

**DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between  
\_\_\_\_\_ herein called Trustor, and  
\_\_\_\_\_ herein called Trustee, and \_\_\_\_\_  
U.S. Specialty Insurance Company herein called Beneficiary.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with the power of attorney and sale, that property in the County of \_\_\_\_\_ State of Arizona, described as:

Together with appurtenances thereto and the rents, issues and profits thereof for the purpose of securing the performance of each agreement of the Trustor herein contained, and for the payment to the Beneficiary of the monies due it, and of all losses, damages, expenses and liabilities suffered, sustained or incurred by the Beneficiary, and for the purpose of securing the performance of all of the obligations of all parties of the first part, as set forth and described in all bail bond agreements which agreements are made a part hereof by reference as though herein fully set forth, on account of, growing out of or resulting from the execution of a bond of beneficiary on behalf of

\_\_\_\_\_(Defendant)

for which amounts and the matters set forth in the said Bail Bond Agreement the present are security.

**TRUSTOR AGREES:**

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to maintain adequate insurance thereon and to pay at least ten (10) days before delinquency all taxes and assessments affecting said property, all encumbrances, charges and liens, with interest, on said property or any part thereof, and all costs, fees and expenses of this Trust.
2. That upon default of any of his obligations the Beneficiary may collect the rents, issues and profits of said Property.
3. That Beneficiary, or any successor in ownership of any indebtedness or obligation secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

4. If the aforesaid bond has been declared forfeited or if the Beneficiary has sustained a loss, damage, expenditure or liability on account of the aforesaid bond, the Beneficiary shall execute and deliver to the Trustee a certificate setting forth the following: the date and amount of said forfeiture, less damage expenditure or liability, that payment thereof has been demanded of the party or parties on whose behalf the aforesaid bond was executed, and that the same has not been paid to the Beneficiary. In addition to the said certificate, the Beneficiary may declare all or part of the obligations secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary shall also deposit with Trustee this Deed. After the lapse of such time as may then be required by law, Trustee, without demand on Trustor, shall sell such property at the time and place fixed by it in said notice of sale either in whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale.

Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this trial, including reasonable attorney (s) fees 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 maximum amount allowed by law in effect at the date hereof, all other obligations then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

5. This deed of trust is made pursuant to Chapter 6.1, Sections 33-801, Arizona Revised Statutes as amended and is to be construed in accordance with that chapter.

**THE UNDERSIGNED TRUSTOR** requests that a copy of any notice of default and of notice of sale hereunder be mailed to him at this mailing address below his signature hereto.

\_\_\_\_\_  
Trustor

\_\_\_\_\_  
Trustor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

State of Arizona )

)ss.

County of \_\_\_\_\_ )

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)