

WHEN RECORDED, MAIL TO:



TOKIOMARINE
HCC

AMERICAN CONTRACTORS INDEMNITY COMPANY

6UJ`I G5z`bWV

% + 'AUJb`Gh`# D"C" `6cl` ; \$*

.....; fYYbj J`YZ D5`%&@

phone: main 800!&(!)\$' **

email: bailbonds@tmhcc.com

TRUST DEED

THIS DOCUMENT IS EXECUTED AS PART OF A SECURITY TRANSACTION

THIS TRUST DEED is made this ____ day of _____, 20__ between _____ and _____ (individually, collectively, jointly, and severally, "**Trustor**"), whose address is _____, and Chicago Title Company ("**Trustee**"), whose address is; _____ and American Contractors Indemnity Company ("**Beneficiary**"), whose address is _____.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in _____ County, Utah:

Tax Parcel No. _____ .

Together with all buildings, fixtures, and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with such property, or any part thereof (collectively, "**Property**");

This Mortgage 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 Mortgage (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 Mortgage as the "**Obligations**").

Trustor agrees to pay prior to delinquency all taxes and assessments on the Property, to pay all charges and assessments on water or water stock used on or with the Property, not to commit waste, to maintain adequate fire insurance on improvements on the Property naming Trustee and Beneficiary as additional insureds, to pay all costs and expenses of collection (including Trustee's and attorneys' fees in event of default in payment of the Obligations secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

Trustor assigns to Beneficiary all of the rents, issues, and profits of the Property. So long as there is no default by Trustor in the performance or observance of any Obligations secured by this Mortgage, Trustor 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 Trustor to collect and use same to the extent provided above.

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

Trustor:

Trustor:

PRINT NAME: _____

PRINT NAME: _____

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

STATE OF UTAH _____) : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by:

_____ .

Notary Signature and Seal