

**And when recorded, return to:**  
**Crum & Forster Indemnity Company**  
11490 Westheimer Rd., Suite 300, 77077  
P.O. Box 2807 • Houston, Texas 77252-2807  
(713) 954-8100 • (713) 954-8389 FAX  
Email: CourtNotices@cfins.com

## DEED OF TRUST

THIS DEED OF TRUST, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, Grantor(s), whose address is \_\_\_\_\_ and the PUBLIC TRUSTEE of the County or City and County in which the property described below is situated in the State of Colorado.

WITNESSETH: The Grantor, to secure an indemnity agreement, any modification thereof, or any additional notes and instruments, all of which are considered original evidences of debt pursuant to C.R.S. § 38-38-100.3(8) which are entitled to be secured by a deed of trust, hereinafter collectively referred to as "Agreement," for the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) and such additional amounts as provided therein, payable to the order of **Crum & Forster Indemnity Company**, whose address is P.O. Box 2807 • Houston, Texas 77252-2807, with interest thereon as specified in the Agreement, to secure a bail bond for \_\_\_\_\_ on power of attorney number \_\_\_\_\_, does hereby grant and convey unto the Public Trustee the following described property, situate in the **County of \_\_\_\_\_, State of Colorado**, to wit:

more commonly known by street and number as: \_\_\_\_\_.

**DISCLOSURE OF LIEN AGAINST REAL PROPERTY**  
**DO NOT SIGN THIS DOCUMENT UNTIL YOU READ AND UNDERSTAND IT! This bail bond will be secured by real property you own or in which you have interest. Failure to pay the bail bond premiums when due or the defendant's failure to comply with the conditions of bail could result in the loss of your property!**

TO HAVE AND TO HOLD the same together with all appurtenances, in trust nevertheless, that in case of default in the payment of said Agreement or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then upon the beneficiary (Holder) filing notice of election and demand for sale, said Public Trustee, after advertising notice of said sale weekly, for not less than four weeks, in some newspaper of general circulation in said county, shall sell said Property in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale, said Trustee shall retain or pay first all fees, charges and costs and all monies advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on said Agreement, rendering the surplus (if any) unto the grantor; after the expiration of the time of redemption, said Trustee shall execute and deliver to purchaser a deed to the property sold. The beneficiary may purchase said property or any part thereof at such sale.

The grantor covenants that at the time of delivery of these presents, he is seized of said property in fee simple, and that said property is free of encumbrances, except: Those of Record.

The grantor also covenants that he will keep all buildings properly insured for fire and extended coverage in an amount equal to the value of the property with loss payable to beneficiary, will deliver a copy of the policy to the beneficiary upon request and will pay all taxes and assessments against said property and amounts due on prior encumbrances. If grantor shall fail to pay insurance premiums, taxes or amounts due on prior encumbrance, the beneficiary may pay the same and all amounts shall become additional indebtedness hereunder.

Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said property, including foreclosure, the grantor agrees that all court costs and a reasonable attorney's fee paid by the beneficiary shall become additional indebtedness due hereunder; and the grantor does hereby release and waive all claims in said property as a homestead exemption or other exemption now or hereafter provided by law.

It is agreed that in the case of default in payment of said amounts or a breach of any of the covenants herein or breach of the Indemnity Agreement, then said sum hereby secured and interest thereon may, at the option of the beneficiary, become due and payable at once and possession of said property will thereupon be delivered to the beneficiary, and on failure to deliver such possession the beneficiary shall be entitled to a receiver for said property, who may be appointed, ex parte, by any court of competent jurisdiction.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any genders shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

Executed the day and year first above written.

X \_\_\_\_\_  
Grantor

X \_\_\_\_\_  
Grantor

STATE OF COLORADO \_\_\_\_\_):ss.

COUNTY OF \_\_\_\_\_

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by: \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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