

Prepared by, and after recording return to:

**MTAW Insurance Company**  
**157 Main Street**  
**Greenville, PA 16125**

Grantor(s):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Trustee:

**Chicago Title Company**

Beneficiary:

**MTAW Insurance Company**  
**157 Main Street**  
**Greenville, PA 16125**

Indexing instructions: [quarter-section: \_\_\_\_\_, township: \_\_\_\_\_, range or lot: \_\_\_\_\_, subdivision: \_\_\_\_\_, and recording date of plat: \_\_\_\_\_.

**DEED OF TRUST**

For and in consideration of Ten Dollars (\$10) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_ and \_\_\_\_\_ (“**Grantor**”) (if more than one person signs as Grantor, then collectively, jointly, and severally they are the Grantor), hereby conveys and warrants to **Chicago Title Insurance Company**, trustee (“**Trustee**”) **MTAW Insurance Company**, a Delaware Corporation (“**Beneficiary**”), all of Grantor’s right, title, and interest in the land described below, together with all appurtenances and improvements, including any improvements now or hereafter constructed on the land, and any after-acquired interests of Grantor in the Property (collectively, “**Property**”):

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

To have and to hold the Property for Trustee and its successors forever.

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 Defendant 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**”). If the Obligations are paid and performed in full, this conveyance shall be void and of no effect.

Grantor further covenants as follows:

1. Grantor will pay and perform the Obligations as they become due, will pay all ad valorem taxes assessed to the Property, and will maintain and repair the Property and shall keep the Property in compliance with applicable laws, including building codes.

2. If Grantor defaults in any of the terms of the Obligations, Beneficiary, in addition to any other remedies available at law or in this Deed of Trust, can declare any amounts due under the Agreements to be immediately due and payable, request the Trustee to conduct a non-judicial foreclosure as provided in this Deed of Trust, or take actions to protect its interest in the Property that Beneficiary determines in good faith may be prudent, including purchasing insurance, paying ad valorem taxes, and entering the Property to make repairs. Grantor will pay all of Beneficiary’s costs incurred in making and enforcing the Agreements, Obligations, and/or this Deed of Trust, including reasonable attorneys’ fees, and these costs shall be part of the Obligations and due on demand.

3. Trustee shall, at Beneficiary’s request, sell all or any part of the Property to satisfy and pay the Obligations, with accrued interest thereon, and all expenses of sale and all proceedings in connection therewith, including attorneys’ fees and other costs of sale, to the highest bidder for cash. “**Cash**” can be a bank check or other form of immediate payment satisfactory to Beneficiary. The sale of the Property or any part thereof shall be advertised for 3 consecutive weeks preceding the sale in a newspaper published in the county in which the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same period of time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original parties to this Deed of Trust. Trustee shall have full power to fix the day, time, and place of sale and may sell the Property in parcels or as a whole as he or she may deem best. Trustee, at Beneficiary’s direction, may sell the Property subject to any easements, leases, or other interests in the Property that are junior in priority to this Deed of Trust. At or in connection with any such sale, Trustee shall not be required to be physically present, or to have constructive possession of the Property (Grantor hereby covenanting and agreeing to deliver to Trustee any portion of the Property not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale. Trustee may, from time to time and from day to day, adjourn such sale by giving notice at the time and place of such continued sale at the time when and where Trustee shall make such adjournment. Each recital contained in every instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment or nonperformance of the Obligations, advertisement and conduct of

such sale in the manner provided herein and otherwise by law and by appointment of any successor Trustee hereunder, and any prerequisites to the validity of such sale shall conclusively be deemed to have been performed. The receipt of Trustee or other person making the sale on behalf of Trustee shall be a sufficient discharge to the purchaser for the purchase money and no such purchaser, or such purchaser's assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication, or non-application thereof. Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against any other persons claiming or to claim the property sold or any part thereof. The sale by Trustee, or Trustee's substitute or successor, of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make a successive sale or sales under such power until the whole of the Property shall be sold; and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the indebtedness secured hereby and the expense of executing this Deed of Trust as provided herein, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale has been made. The power of sale granted herein shall not be exhausted by any sale held hereunder by Trustee or its substitute or successor, and such power of sale may be exercised from time to time and as many times as Beneficiary may deem necessary until all of the Property has been duly sold and all secured Obligations have been fully paid and satisfied.

4. Trustee shall be under no duty to take an action hereunder except as expressly required herein or by law. Trustee shall have the right to select, employ, and consult with counsel, and shall not be liable to Grantor or Beneficiary for actions taken in reliance on advice of counsel. Trustee may rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. Grantor shall pay all reasonable costs, fees, and expenses incurred by Trustee and Trustee's agents and counsel in connection with the performance by Trustee of its obligations hereunder, and all such costs, fees, and expenses shall be secured by this Deed of Trust. Grantor's obligations under this section shall not be reduced or impaired by principles of comparative or contributory negligence. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from other moneys (except to the extent required by law). Trustee shall have no duty to pay interest on any moneys received by it hereunder. Trustee may resign at any time and for any reason. If Trustee or any successor Trustee shall die, resign, or become disqualified from acting in the execution of this trust, or Beneficiary shall desire for any reason to appoint a substitute trustee, Beneficiary shall have full power to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers, and duties of Trustee. The instrument appointing such substitute Trustee(s) may be executed by any officer, authorized agent, or attorney in fact of Beneficiary, and as so executed, such instrument shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action. Upon any such appointment, all of the powers, rights, and authority of the Trustee shall immediately become vested in such successor. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this grant, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise, except that Trustee shall be personally liable for its gross negligence or willful misconduct.

5. Grantor represents and warrants to Trustee and Beneficiary that there are no hazardous or medical wastes on the Property, and that Grantor will not release or deposit any hazardous or medical wastes on the Property, other than in small amounts permitted by law.

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

IN WITNESS WHEREOF, Grantor has executed this instrument on the date of its acknowledgment below, and effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Grantor(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

[If Grantor is married, husband and wife must sign]

STATE OF \_\_\_\_\_

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

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she executed the above and foregoing instrument.

\_\_\_\_\_  
Notary public

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

(Seal)