

# DEED OF TRUST

Amount Secured: \$ \_\_\_\_\_

**THIS DEED OF TRUST** ("this Deed of Trust"), made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_ with an address at \_\_\_\_\_ (individually, collectively, jointly, and severally, "**Grantor**"), **MTAW Insurance Company**, a Delaware Corporation, with an address of 157 Main Street, Greenville, PA 16125 ("**Grantee**"), and **Chicago Title Company**, ("**Trustee**").

## WITNESSETH:

That for and in consideration of the loan described herein, Grantor does hereby grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto Trustees the following described property (collectively, the "**Property**"):

All that certain lot or parcel of land situated in the \_\_\_\_\_ Magisterial District of \_\_\_\_\_ County, Virginia:

Legal Description:

BEING THE SAME PROPERTY that was conveyed to Grantor herein by deed of \_\_\_\_\_ [*names of the person(s) who conveyed land to Grantor*] dated \_\_\_\_\_ [*date of the deed*] and recorded in the aforesaid Clerk's Office on \_\_\_\_\_ [*date of recordation*].

**IN TRUST**, to secure performance of each agreement of Grantor herein contained and securing payment to Grantee of (a) all monies due to Grantee 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 Grantee 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 Grantee 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**").

This is a first lien deed of trust.

Grantor must pay and keep current all real estate taxes on the Property. This Deed of Trust is made under and pursuant to the provisions of the Code of Virginia, Sections 55-58.1, 55-59, 55-59.1, 55-59.2, 55-59.3, 55-59.4, 55-60, 55-63, and 26-49, as amended, and shall be construed to impose and confer upon Grantor, Trustee, and Grantee all the rights, duties, and obligations prescribed in such Sections 55-58.1, 55-59, 55-59.1, 55-59.2, 55-59.3, 55-59.4, 55-60, 55-63, and 26-49, as amended, except as herein otherwise restricted, expanded, or changed herein, including, without limitation, the following rights, duties and obligations described in short form:

- (a) Deferred purchase money
- (b) Exemptions waived
- (c) Subject to all upon default
- (d) Renewal or extension permitted
- (e) Reinstatement permitted
- (f) Right of anticipation reserved

- (g) Insurance required to the full insurable value of all improvements upon the Property whether now or subsequently erected
- (h) Substitution of Trustee permitted
- (i) Any Trustee may act
- (j) Advertisement required: publication at least four times in a newspaper published or having general circulation in the City/County wherein the property is located and posting at the Courthouse door of such City/County
- (k) Trustees' commission of five percent (5%) of the gross proceeds of sale. Trustees entitled to a 2 1/2 percent commission if foreclosure proceedings are begun but the Obligations are reinstated

**NOTICE OF THE OBLIGATIONS SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY HEREIN CONVEYED.**

**WITNESS** the following signature(s) and seal(s):

**GRANTOR(S):**

\_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

\_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

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

**STATE OF VIRGINIA**  
**CITY/COUNTY OF \_\_\_\_\_:**

The foregoing deed of trust was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public  
 My Commission expires: \_\_\_\_\_

**STATE OF VIRGINIA**  
**CITY/COUNTY OF \_\_\_\_\_:**

The foregoing deed of trust was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires: \_\_\_\_\_

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