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# DEED OF TRUST

This Deed of Trust made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Between \_\_\_\_\_, herein called TRUSTOR, and Bankers Surety Services, Inc., herein called TRUSTEE, and Bankers Insurance Company, herein called BENEFICIARY, WITNESSETH: That Trustor hereby GRANTS to TRUSTEE, IN TRUST, WITH POWER OF SALE, all that property in the County of \_\_\_\_\_, in the State of \_\_\_\_\_, described as:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_ APN \_\_\_\_\_

as per map recorded in Book, \_\_\_\_\_ Page \_\_\_\_\_ or Maps, Official Records

in the office of the County Recorder of \_\_\_\_\_ County.

Commonly know as \_\_\_\_\_

**THIS DEED IS FOR THE PURPOSE OF SECURING** payment to the said Beneficiary of all monies due to it and of all losses, damages, attorney's fees, private investigation fees, court assessment, bail premium, expenditures and liability suffered, sustained, made or incurred by it (and as more fully set forth in that certain bail bond and/or indemnity agreement(s), which agreement(s) is 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 or bond(s) on behalf of \_\_\_\_\_  
Bond No. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ in the matter of \_\_\_\_\_

vs. \_\_\_\_\_; and/or on account of, growing out of, or resulting from the execution of any other bail bond executed by the Beneficiary in connection with or relative to the above referred bail bond and/or indemnity agreement(s) and for which amounts, and the matters set forth in the said bail bond and/or indemnity agreement, the property hereinabove referred to, stands as security.

IT IS AGREED AND CONDITIONED that a certificate signed by the Beneficiary at any time hereafter setting forth that the said bond has been declared forfeited or that a loss, damage, expenditures or liability has been sustained by the Surety or Beneficiary an account of the aforesaid Undertaking: the date or dates and amount or amounts of such loss, damages, attorney's fees, private investigation fees, court assessment, bail premiums, expenditures and/or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid Undertaking was or is about to be executed; and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor, and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deduction expenses including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest of ten percent per annum from demand to date of payment and attorneys fees.

IT IS FURTHER AGREED THAT: upon delivery of said Certificate to Trustee, Beneficiary may declare all sums or obligations secured hereby 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 duly filed for record.

IT SHALL BE DEEMED SUFFICIENT if proceedings to foreclose and sell the security herein are executed by any one of the above named Trustees and it shall be deemed sufficient if a full reconveyance is executed by any one of the above named Trustees; and said one Trustee shall be deemed to be the attorney-in fact for the other Trustees for those purposes. The authority thus granted herein shall be deemed to be coupled with an interest and shall not be affected by the death or incompetency of any of the Trustees for whom such one Trustee shall be acting.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

SIGNATURE OF TRUSTOR	STREET AND NUMBER	CITY	STATE
_____	_____	_____	_____
_____	_____	_____	_____

State of California County of \_\_\_\_\_

On \_\_\_\_\_, 20 \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed this same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS in my hand and official seal. (Seal)

Signature of Notary Public