

**PREPARED BY:**  
**Mr. Bail Inc.**

**WHEN REDORED, MAIL TO:**  
**Mr. Bail Inc.**  
4085 Chain Bridge Road Suite100  
Fairfax, Virginia 22030

Tax Map/Parcel ID Number:  
\_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST SECURING BAIL BOND

**BOND NUMBER** \_\_\_\_\_ **DEFENDANT NAME** \_\_\_\_\_

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

herein called **GRANTOR(S)**, whose address is \_\_\_\_\_

and **INDEPENDENT SURETY AGENTS OF AMERICA LLC.**, hereinafter called **TRUSTEE**, whose address is **4085 CHAIN BRIDGE ROAD SUITE 100, FAIRFAX VIRGINIA 22030** and **MR. BAIL INC.**, herein called **BENEFICIARY**, whose address is **1004 WINNSBORO ROAD MONROE, LOUISIANA 71202** Witnesseth: that **GRANTOR(S)** hereby GRANTS TO **TRUSTEE**, IN TRUST, WITH POWER OF SALE, all of that real property located in \_\_\_\_\_ County/City, described as:

See Attached Exhibit \_\_\_\_\_

**FOR THE PURPOSE OF SECURING** the performance of each agreement of the **GRANTOR(S)** herein contained and the payment of the sum of \$ \_\_\_\_\_ with interest thereon according to terms of the original BAIL BOND INDEMNITY AGREEMENT and/or PROMISSORY NOTE of even date, made by the **GRANTOR(S)** in favor of the **BENEFICIARY**. In addition to that set forth herein above, this DEED OF TRUST secures payment of all indebtedness, fees and expenses incurred by way of a BAIL BOND INDEMNITY AGREEMENT and/or PROMISSORY NOTE executed by the undersigned on or about the date hereof in favor of the above-detailed defendant and bond number. To Protect the Security of this Deed of Trust, **GRANTOR(S)** agrees: by execution and delivery of this Deed of Trust and the Note it secures, to be bound by provisions (1) through (12) and (14) through (16) inclusive, contained in this deed of Trust. The said provisions are hereby adopted and incorporated herein, by reference, and made a part hereof as fully as though set forth at length herein: that the reference to property, obligations and parties in said provisions are construed to mean the property, obligations and the parties set forth in this Deed of Trust.

## **DEED OF TRUST PROVISIONS, GRANTOR(S) AGREES:**

1. To pay to **BENEFICIARY**, upon request, in addition to payments specifically required hereunder and under any note secured hereby, in installments, at the times and in the amounts requested by **BENEFICIARY**, Sums which when accumulated will be sufficient to pay one month prior to the time the same become delinquent, all taxes, assessments and insurance premiums. If such sums exceed the amount so required, the excess may be released or held by **BENEFICIARY** to apply on subsequent payments of the same nature, but if such sums are insufficient, **GRANTOR(S)** agrees to pay any deficiency on demand. If **GRANTOR(S)** shall default under this deed beneficiary may apply all or any part of said funds then held on any obligation secured hereby.

2. Properly to care for and keep the property in good condition and repair and to keep all buildings thereon free from visible active termites, fungi or dry rot infestation; not to remove, alter or demolish any buildings or improvements thereon; to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby, or any part thereof, is for the purpose of financing construction of improvements on said property, to complete the same in accordance with plans and specifications satisfactory to **BENEFICIARY**; to allow **BENEFICIARY** to inspect said property at all times during construction; to replace any work or materials unsatisfactory to beneficiary, within fifteen (15) calendar days after written notice from **BENEFICIARY** of such fact, which notice may be given to **GRANTOR(S)** by registered mail sent to his last known address or by personal service; that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days, not to commit or permit waste of the property; to comply with all laws, covenants, conditions and restrictions affecting the property if said land be agricultural, properly to harvest and care for crops growing thereon and farm the property in a proper and husband like manner. That, the **TRUSTEE**, upon presentation to it of a statement in writing signed by **BENEFICIARY**, setting forth facts showing a default by **GRANTOR(S)** under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder.

3. To at all times provide, maintain in force and deliver to **BENEFICIARY** fire and such other insurance as may be required by **BENEFICIARY** in an amount satisfactory to and with loss payable to said **BENEFICIARY**; said insurance policies shall be in form and content and in such companies as may be satisfactory to the **BENEFICIARY**, and shall be delivered to and remain in possession of **BENEFICIARY** as further security for the faithful performance of these trusts. If said insurance policies have not been delivered to the **BENEFICIARY** thirty (30) days before the expiration of any of the said insurance, with evidence of the premium having been paid, the **BENEFICIARY** shall have the right, but is not obligated to obtain said insurance on behalf of the **GRANTOR(S)** and pay the premium thereon. The amount collected

under any fire or other insurance policy may be applied by **BENEFICIARY** to any indebtedness secured hereby and in such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of the property conveyed hereby at any **TRUSTEE's** sale held hereunder.

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of **BENEFICIARY** or **TRUSTEE**; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which **BENEFICIARY** or **TRUSTEE** may appear, and in any suit brought by **BENEFICIARY** to foreclose this deed.

5. To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

6. That, should **GRANTOR(S)** fail to make any payments or to do any act as herein provided, the **BENEFICIARY** or **TRUSTEE**, but without obligation to do so and without notice to or demand upon **GRANTOR(S)** and without releasing **GRANTOR(S)** from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. **BENEFICIARY** or **TRUSTEE** being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding to affect the security hereof or the rights or powers of **BENEFICIARY** or **TRUSTEE**; pay, purchase, contest or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto, and exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

7. To pay immediately and without demand all sums so expended by **BENEFICIARY** or **TRUSTEE**, interest from date of expenditure at the rate provided in said Note; and to pay for any **BENEFICIARY's** written statement, regarding the obligation secured hereby, no more than allowed by law at the time such statement is requested by **GRANTOR(S)**, his legal representative or escrow agent.

8. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to **BENEFICIARY** who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

9. By accepting payment of any sum secured hereby after its due date, **BENEFICIARY** does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

10. Any sale, trade, exchange, conveyance or encumbrances of said property or any interest or part thereof, or change of occupancy thereof, without the written consent of the **BENEFICIARY** herein named, or its successors or assigns, shall give such **BENEFICIARY**, or its successors or assigns, the right to declare the then full unpaid balance of said note due and payable.

11. At any time or from time to time, without liability therefor and without notice, upon written request of **BENEFICIARY** and presentation of the Deed and all Notes secured hereby, for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, **TRUSTEE** may upon payment of its fees: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

12. That upon written request of **BENEFICIARY**, stating that all secured debts hereby have been paid, and upon surrender of this Deed and the Note or Notes it secures to **TRUSTEE** for cancellation and retention and upon payment of its fees, **TRUSTEE** shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The guarantor in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, **TRUSTEE** may destroy said note and this Deed, unless directed in such request to retain them.

13. Upon default by **GRANTOR(S)** in payment of any indebtedness secured hereby or in performance of any agreement hereunder, **BENEFICIARY** may declare all sums secured hereby immediately due and payable by delivery to **TRUSTEE** of written declaration of default and demand for sale of written notice of default and of election to cause to be sold said property, which notice of **TRUSTEE** shall cause to be filed for record. **BENEFICIARY** also shall deposit with **TRUSTEE** this Deed, any Note or Notes and all documents evidencing expenditures or obligations secured hereby. The **TRUSTEE**, upon presentation to it by **BENEFICIARY** of a written declaration of default and demand for sale, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder. After the lapse of such time as may be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, **TRUSTEE**, without demand on **GRANTOR(S)**, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of **GRANTOR(S)** to direct the order in which the property, if consisting of several known lots or parcels, shall be sold) at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. **TRUSTEE** may postpone sale of

all or any portion of said property of public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. **TRUSTEE** shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including **GRANTOR(S)**, **TRUSTEE**, or **BENEFICIARY** as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of **TRUSTEE** and of this Trust, including cost of evidence of title in connection with sale, **TRUSTEE** shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in said note; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto, upon proof of claim satisfactory to **TRUSTEE**.

14. The **BENEFICIARY** or his successor in interest shall have the right to substitute a **TRUSTEE** or **TRUSTEES** in the place and stead of the written **TRUSTEE** or any substituted **TRUSTEE** by complying with the laws of the State recorded in providing therefor and upon the recording in the office of the County Recorder of said County an acknowledgment by the **TRUSTEE**, acting at the date thereof, of the receipt of a copy of such substitution. It shall be the duty of any **TRUSTEE** to make such acknowledgment when so requested upon presentation of the Deed and said note for endorsement and upon payment to it of an amount equal to the amount the **TRUSTEE** would then charge for a Full Reconveyance.

15. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term **BENEFICIARY** shall include not only the original **BENEFICIARY** hereunder but also any future owner and holder, including pledges, of the Note or Notes secured hereby. The term **GRANTOR(S)** shall include not only the original **GRANTOR(S)** hereunder but also any successor in interest to the **GRANTOR(S)** and all future record owners of the property described herein. In this Deed whenever the context so requires, the masculine gender includes the feminine and/ or neuter, and the singular number includes the plural.

16. **TRUSTEE** accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. **TRUSTEE** is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which **GRANTOR(S)**, **BENEFICIARY** or **TRUSTEE** shall be a party unless brought by **TRUSTEE**.

THE UNDERSIGNED **GRANTOR(S)** REQUESTS that a copy of any notice of default and of notice of sale hereunder is mailed to him/her at this address hereinabove set forth.

X \_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_  
(NAME PRINTED OR TYPED)

\_\_\_\_\_  
(NAME PRINTED OR TYPED)

X \_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_  
(NAME PRINTED OR TYPED)

\_\_\_\_\_  
(NAME PRINTED OR TYPED)

**STATE OF:** \_\_\_\_\_

**COUNTY OR CITY OF:** \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me a **Notary**, personally appeared \_\_\_\_\_

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

**Witness my hand and official seal Notary Public:** \_\_\_\_\_

**Notary Registration No.:** \_\_\_\_\_

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