

When Recorded, mail to:

Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716

DEED OF TRUST, ASSIGNMENT OF RENTS AND FIXTURE FILING

DATE:

TRUSTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BENEFICIARY:

**Bankers Insurance Company**  
11101 Roosevelt Blvd. N.  
St. Petersburg, FL 33716

TRUSTEE:

**AC Bail Bonds, LLC**  
3860 Sunshine Drive  
928-757-3106  
Kingman, AZ 86409

Property in \_\_\_\_\_, County, State of Arizona, described as:

Together with all buildings, improvements, and fixtures thereon.

WITNESSETH: That Trustor (individually, collectively, jointly, and severally, "**Trustor**") irrevocably grants and conveys to Trustee in Trust for the Beneficiary, with Power of Sale, the above described real property ("**Trust Property**") together with leases, rents, issues, profits, or income thereof, (all of which are hereinafter called "**Property Income**"); SUBJECT, HOWEVER, to existing taxes not yet due and payable, assessments, encumbrances, covenants, conditions, restrictions, rights-of-way, and easements of record.

FOR THE PURPOSE OF SECURING:

A. Performance of each agreement of Trustor herein contained.

B. Payment and performance of (i) all monies due to Beneficiary pursuant to the Bail Bond Application and Agreement and the Indemnitor Application and Agreement, executed and delivered by Trustor on or about the date of this Deed of Trust (individually or collectively, the "**Agreements**"), (ii) 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 (iii) 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.

C. Payment of additional sums and interest thereon that may hereafter be advanced to Trustor, or its personal representatives, heirs, successors, or assigns, or for the benefit of Trustor or the Trust Property, pursuant to the Agreements or this Deed of Trust.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

1. To keep the Trust Property in good condition and repair; to comply with all laws governing the Trust Property; not to commit or permit waste thereof; and do all other acts which from the character or use of the Trust Property may be reasonably necessary.

2. To maintain Trustor's fire insurance policy on the Trust Property. The amount collected under any fire or other insurance policy shall be payable to Beneficiary and may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.

4. To pay before delinquent, all taxes and assessments affecting the Trust Property or when due, all encumbrances, charges, and liens, with interest, on the Trust Property or any part thereof, which appear to be prior or superior hereto.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor 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.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the highest rate allowed by applicable law. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on the Trust Property or immediately due and payable at option of Beneficiary or Trustee.

6. Trustor shall not use, generate, manufacture, store or dispose of, on, under or about the Trust Property, or transport to or from the Trust Property, or permit the use, generation, manufacture, storage, disposal or transportation of any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state, or local laws or regulations.

IT IS MUTUALLY AGREED:

7. That any award of damages in connection with any condemnation or any such taking, or for injury to the Trust Property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby and upon receipt of such moneys Beneficiary may hold the same as such further security.

8. That time is of the essence of this Deed of Trust.

9. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect any Property Income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain Property Income as it becomes due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver, enter upon and take possession of the Trust Property or any part thereof, in its own name sue for or otherwise collect Property Income.

10. That upon default by Trustor in the 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 Trustor of written notice thereof, setting forth the nature thereof, and of election to cause to be sold the Trust Property under this Deed of Trust. Upon receipt of instructions from Beneficiary, Trustee shall conduct a trustee's sale in accordance with Arizona law.

**[SIGNATURE ON FOLLOWING PAGE]**

\_\_\_\_\_  
\_\_\_\_\_ as Trustor \_\_\_\_\_ as Trustor

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

STATE OF ARIZONA       )  
                                      ) ss.  
County of \_\_\_\_\_ )

                  This instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_.

WITNESS my hand and official seal.

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

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA       )  
                                      ) ss.  
County of \_\_\_\_\_ )

                  This instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_.

WITNESS my hand and official seal.

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

My Commission Expires:

\_\_\_\_\_

### **DRAFTING NOTES:**

1. If Trustor is married, please make sure both spouses execute the document.
2. Arizona law requires that the top margin of the first page of any document to be recorded must be at least two inches (2"). You are allowed to use a corner of the margin to direct the recorder to whom the recorded document is to be returned. All other margins must be ½ inch and the font size cannot be less than 10. The document can be legal size but to avoid any question use 8 ½" x 11".
3. The trustee must fall within certain statutory categories, typically a title insurance company licensed and with offices here in Arizona or a member of the Arizona State Bar.
4. You must include the mailing addresses of each of the Trustor, Trustee, and Beneficiary.
5. The Deed of Trust is silent as to whether it secures bail bond premiums. For maximum protection against the argument that the Deed of Trust cannot secure bail bond premiums, consider adding a specific exclusion for bail bond premiums in the first paragraph after the word "liabilities" so that it reads as follows: "liabilities (excluding, however, any bail bond premiums) . . . ." If this parenthetical is not included, there is a risk that the Trustor may prevail in arguing that the Deed of Trust impermissibly secures a bail bond premium. On the other hand, if you want the strongest argument that unpaid premiums are covered by the Deed of Trust, you should add the Promissory Note and Installment Payment Plan for Unpaid Premium to the definition of "Agreements". If this language is not added, the debtor may have an argument that unpaid premiums are not covered by the Deed of Trust. Venable does not opine whether any state or federal mortgage licensing laws apply to securing unpaid premium with a mortgage or deed of trust.