

**RECORDING REQUESTED BY:**

Bankers Insurance Company

**AND AFTER RECORDING RETURN TO:**

Bankers Insurance Company

11101 Roosevelt Blvd. N.

St. Petersburg, FL 33716

\_\_\_\_\_  
[APN of Mortgaged Property]  
RECORDING

SPACE ABOVE THIS LINE FOR

**DEED OF TRUST WITH ASSIGNMENT OF  
RENTS**

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS ("Deed of Trust"), which is executed as part of a security transaction, is made as of \_\_\_\_\_ among \_\_\_\_\_, ("Trustor"), **Bankers Surety Services, Inc.**, 11101 Roosevelt Blvd. N., St. Petersburg, FL 33716 ("**Trustee**"), and **Bankers Insurance Company**, 11101 Roosevelt Blvd. N., St. Petersburg, FL 33716 ("**Beneficiary**"). To secure the timely payment of monies due to and all losses, damages, expenditures and liability suffered, sustained, made or incurred by Beneficiary or any of its agents or producers on account of, growing out of, or resulting from the bail bond(s) or undertaking(s) ("**Bond**") issued or caused to be issued by Beneficiary for \_\_\_\_\_ ("**Defendant**") using power of attorney number(s) (if known) \_\_\_\_\_, in the total amount of \$ \_\_\_\_\_, (the "**Indebtedness**") pursuant to and including (A) a certain BAIL BOND APPLICATION AND AGREEMENT executed by Defendant (the "**Bail Bond Agreement**") and (B) a certain INDEMNITOR APPLICATION AND AGREEMENT executed by the Trustor (the "**Indemnitor Agreement**") (collectively the Bail Bond Agreement and the Indemnitor Agreement shall be referred to as the "**Indebtedness Documents**") and to secure the due and prompt and complete observance and performance of each and every obligation, covenant and agreement of (a) Trustor contained in this Deed of Trust, and (b) of Trustor and Defendant pursuant to the Indebtedness Documents and any other instrument evidencing, securing, guaranteeing or governing the Indebtedness (collectively the "**Obligations**"), Trustor GRANTS, BARGAINS, SELLS, AND CONVEYS to Trustee in Trust the property described as:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_ as per map recorded in Book, \_\_\_\_\_, Page \_\_\_\_\_, of Maps, Official Records in the office of County Recorder of \_\_\_\_\_ County, commonly known as \_\_\_\_\_ City of \_\_\_\_\_, County of \_\_\_\_\_, State of California

together with the rents, issues and profits thereof; subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits and together with the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property (collectively, the "**Mortgaged Property**"), with power of sale and right of entry, to have and to hold the Mortgaged Property to Trustee, its successors in trust, and the

Trustee's assigns forever, and Trustor does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Property to Trustee against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by this Deed of Trust shall terminate; otherwise, they shall remain in full force and effect.

**A. To protect the security of this Deed of Trust, Trustor agrees:** (1) To keep Mortgaged Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting Mortgaged Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon Mortgaged Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of Mortgaged Property may be reasonably necessary, the specific enumerations herein not excluding the general. (2) To provide, maintain and deliver to Beneficiary fire and extended coverage hazard insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. (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; 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 of Trust. (4) To pay: at least ten days before delinquency all taxes and assessments affecting Mortgaged Property, including assessments on appurtenant water stock and community association dues; when due, all encumbrances, charges and liens, with interest, on Mortgaged Property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of Deed of Trust. 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 so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

**B. It is mutually agreed:** (1) That any award of damages in connection with any condemnation for public use of or injury to Mortgaged Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and Indebtedness Documents for endorsement, and without affecting the personal liability of any person for payment of the Indebtedness secured hereby, Trustee may: recover any part of Mortgaged 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. (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and Indebtedness Documents to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Mortgaged Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons

legally entitled thereto.”(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of Mortgaged Property, reserving unto 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 such rents, issues and profits as they become due and payable. This assignment of rents is to be effective to create a present security interest in existing and future rents of the Mortgaged Property under California Civil Code §2938. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of Mortgaged Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys’ fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of Mortgaged Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. (6) That upon default by Trustor in payment of any Indebtedness or Obligations 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 and of written notice of default and of election to cause to be sold Mortgaged Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, Indebtedness Documents and all documents evidencing expenditures secured hereby. After the lapse of such time as may then 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 Trustor, shall sell Mortgaged 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, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of Mortgaged Property by 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 Mortgaged Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, Beneficiary, or any assignee of this Deed of Trust or any of the Indebtedness Documents may purchase at such sale. The proceeds or avails of any sale made under or by virtue of this Deed of Trust, together with any other sums secured by this Deed of Trust, which then may be held by the Trustee or Beneficiary or any other person, shall be applied as follows: (a) First, to the payment of the costs and expenses of such sale, including Trustee’s fees, costs of title evidence, attorney fees, and reasonable compensation to Beneficiary and its agents and consultants, and of any judicial proceedings in which the same costs and expenses of sale may be made, and of all expenses, liabilities, and advances made or incurred by the Trustee or Beneficiary under this Deed of Trust, together with interest at the rate allowed by law on all advances made by the Trustee or Beneficiary and all taxes or assessments, except any taxes, assessments, or other charges subject to which the Mortgaged Property was sold; (b) second, to the payment of the whole amount then due, owing, or unpaid on the Indebtedness Documents; (c) third, to the payment of any other Indebtedness required to be paid by Trustor under any provision of this Deed of Trust, the Indebtedness Documents, or any other document; and (d) fourth, to the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive it. (7) That Trustee accepts this Deed of Trust when this Deed of Trust, 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee. (8) Under this Deed of Trust, if (a) Trustor fails to perform the covenants and agreements contained in this Deed of Trust; (b) there is a legal proceeding that might significantly affect Beneficiary’s interest in the Mortgaged Property and/or rights under this Deed of Trust (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Deed of Trust or to enforce laws or regulations); or

(c) Trustor has abandoned the Mortgaged Property, then Beneficiary may do and pay for whatever is reasonable or appropriate to protect Beneficiary's interest in the Mortgaged Property and rights under this Deed of Trust, including protecting and/or assessing the value of the Mortgaged Property, and securing and/or repairing the Mortgaged Property. Any amounts disbursed by Beneficiary or its producers or agents under this paragraph shall become additional debt of Trustor secured by this Deed of Trust. These amounts shall bear interest at the Indebtedness Documents rate allowed by law from the date of disbursement and shall be payable, with such interest, upon notice from Beneficiary to Trustor requesting payment. (9) This Deed of Trust applies to, inures to the benefit of and binds all parties, hereto, their heirs, legatees, devisees, administrators, executors, successors and assignees. (10) In recognition of the fact that Defendant, not Trustor, may be the maker of the Indebtedness, Trustor agrees to the following provisions: (A) Trustor authorizes Beneficiary at any time, in its discretion without notice or demand and without affecting the indebtedness or Obligations and liabilities of Trustor, to: (i) enter into agreements with Defendant and, in accordance with such agreements, renew, extend, amend, waive, restructure, release, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness; (ii) accept new or additional documents, instruments, or agreements relative to the Indebtedness Documents or the Indebtedness; (iii) accept partial payments on the Indebtedness Documents or the Indebtedness; (iv) Take and hold collateral or additional guaranties for the Indebtedness Documents or the Indebtedness and amend, alter, exchange, substitute, transfer, enforce, waive, subordinate, terminate, or release any such collateral or guaranties; (v) apply any collateral, and direct the order and manner of sale as Beneficiary in its sole and absolute discretion may determine; (vi) settle, release on terms satisfactory to Beneficiary or by operation of law or otherwise, compound, compromise, collect, or otherwise liquidate the Indebtedness Documents or the Indebtedness and/or the collateral or any guaranty therefor in any manner, whether in liquidation, reorganization, receivership, bankruptcy, or otherwise; (vii) release Defendant or any other party for all or any part of the Indebtedness Documents or the Indebtedness; or (viii) assign the Indebtedness Documents, and with it the Deed of Trust, in whole or in part. (B). Trustor's obligations under the Deed of Trust are independent of those of any other person. Beneficiary may bring a separate action against Trustor, and Trustor waives any right to require Beneficiary to proceed against Defendant or any other person, firm, or corporation or to proceed against or exhaust any other security held by it at any time or to pursue any other remedy in its powers, and Trustor agrees that Beneficiary shall not be obligated to resort to any other security, including security given by Defendant, with any priority, in any particular order, or at all, even if such action destroys, alters, or otherwise impairs Trustor's subrogation rights or the Trustor's right to proceed against Defendant for reimbursement, or both. (C) Trustor waives and agrees not to assert or take advantage of: (i) any right to require Beneficiary to proceed against Defendant or any other person or any security now or later held by Beneficiary or to pursue any other remedy whatsoever, including any such right or any other right set forth in California Civil Code §2845 or §2850; (ii) any defense based on any legal disability of Defendant or any other person, or any discharge or limitation of the liability of Defendant or any other person to Beneficiary, or any restraint or stay applicable to actions against Defendant or any other person, whether such disability, discharge, limitation, restraint, or stay is consensual, or by order of a court or other governmental authority, or arising by operation of law or any liquidation, reorganization, receivership, bankruptcy, insolvency, debtor-relief proceeding, or from any other use; (iii) presentment, demand, protest, setoffs, counterclaims, and notice of any kind; (iv) any defense based on the modification, renewal, extension, or other alteration of the Indebtedness; (v) any defense based on Beneficiary's negligence, including the failure to record an interest under the Deed of Trust, the failure to protect any security interest, or the failure to file a claim in any bankruptcy of Defendant, Trustor, or of any other person; (vi) any defense based on a statute of limitations to the fullest extent permitted by law and any defense based on Beneficiary's delay in enforcing the Deed of Trust; (vii) all rights of subrogation, reimbursement, indemnity, contribution, any other rights that may become available to Trustor under California Civil Code §§2787-2856, inclusive, all rights to enforce any remedy that Beneficiary may have against Defendant or any other person, and all rights to participate in any security held by Beneficiary for the Indebtedness, including any such right or any other right set forth in California Civil Code §1845, §2848 or §2849, until the Indebtedness has been performed in full, and any defense based on the impairment of any

subrogation rights that Trustor may have; (viii) any defense based on or arising from any defense that Defendant may have to the performance of any part of the Indebtedness; (ix) any defense to recovery by Beneficiary of a deficiency after a nonjudicial sale of real or personal property, any defense based on the unavailability to Beneficiary of recovery of a deficiency judgment after nonjudicial sale of real or personal property, and any defense based on or arising from California Code of Civil Procedure §580a, §580b, §580d or §726 (including any fair value limitations under §726 of that Code) or based on or arising from Division 9 or any other applicable division of the California Commercial Code; (x) any defense based on the death, incapacity, lack of authority, or termination of existence or revocation by any person(s) or entity(ies), or the substitution of any party to this Deed of Trust; (xi) any defense based on or related to Trustor's lack of knowledge of Defendant's financial condition; (xii) any defense based on California Civil Code §2809; and (xiii) any defense or right based on the acceptance by Beneficiary or an affiliate of Beneficiary of a deed in lieu of foreclosure, without extinguishing the debt, even if such acceptance destroys, alters, or otherwise impairs subrogation rights of Trustor, or the right of Trustor to proceed against Defendant for reimbursement, or both. (D) Trustor, by execution of this Deed of Trust, represents to Beneficiary that the relationship between Trustor and Defendant is such that Trustor has access to all relevant facts and information on the Indebtedness and on Defendant, and that Beneficiary can rely on Trustor having such access. Trustor waives and agrees not to assert any duty of Beneficiary to disclose to Trustor any facts that it may now know or later learn about Defendant, regardless of whether Beneficiary has reason to believe that any such facts materially increase the risk beyond that which Trustor intends to assume, has reason to believe that such facts are unknown to Trustor, or has a reasonable opportunity to communicate such facts to Trustor. Trustor is fully responsible for being and keeping informed of Defendant's financial condition and all circumstances bearing on the risk of nonpayment of any Indebtedness secured by this Deed of Trust. (E) Trustor waives all rights and defenses that Trustor may have because Defendant's debt is secured by real property. This means, among other things, that Beneficiary may collect from Trustor without first foreclosing on any real or personal property collateral pledged by Defendant; and if Beneficiary forecloses on any real property collateral pledged by Defendant, then (i) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (ii) Beneficiary may collect from Trustor even if Beneficiary, by foreclosing on the real property collateral, has destroyed any right Trustor may have to collect from Defendant. This is an unconditional and irrevocable waiver of any rights and defenses Trustor may have because Defendant's debt is secured by real property. These rights and defenses include any rights or defenses based on California Code of Civil Procedure §580a, §580b, §580d or §726. (F) On a default under the Indebtedness, or any part of it, Beneficiary may elect to foreclose nonjudicially or judicially against any real or personal property security it holds for the Indebtedness or any part of it, or exercise any other remedy. No such action by Beneficiary shall release or limit the liability of Trustor, even if the effect of that action is to deprive Trustor of the right to collect reimbursement from Defendant or any other person for any sums paid to Beneficiary, or to obtain reimbursement by means of any security held by Beneficiary for the Indebtedness, or to impair any subrogation right Trustor may have. (G) Trustor waives demand, protest, and notice of any kind, including, without limiting the generality of the foregoing, notice of the existence, creation, or incurring of new or additional indebtedness, or of any action or nonaction by Defendant, Beneficiary, any endorser, any creditor of Defendant or Trustor under this or any other instrument, or any other person whatsoever, in connection with any Indebtedness or evidence of Indebtedness held by Beneficiary as collateral or in connection with any Indebtedness secured by this Deed of Trust. (H) With or without notice to Trustor, Beneficiary may, in its sole and absolute discretion, at any time and from time to time, in such manner and on such terms as it considers best: (a) apply any and all payments or recoveries from Defendant, from Trustor, from any trustor or endorser, or realized from any security, in such manner, order, and priority as Beneficiary elects, to any Indebtedness of Defendant to Beneficiary whether or not such Indebtedness is secured by this Deed of Trust or is otherwise secured or is due at the time of such application; and (b) refund to Defendant any payment received by Beneficiary on any Indebtedness secured by this Deed of Trust, and payment of the amount refunded shall be fully secured by this Deed of Trust. (I) No exercise or nonexercise by Beneficiary of any right hereby or otherwise given it, no

dealing by Beneficiary with Defendant or any other person, and no change, impairment, or suspension of any right or remedy of Beneficiary, shall in any way affect any obligation of Trustor under this Deed of Trust or give Trustor any recourse against Beneficiary.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

**Trustor:**

[NAME OF TRUSTOR]

[NAME OF TRUSTOR]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA     )  
                                     ) ss.

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

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ State, \_\_\_\_\_ 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 the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed said instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE**

To \_\_\_\_\_., Trustee:

Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

By \_\_\_\_\_

By \_\_\_\_\_

**MAIL RECONVEYANCE TO:**

[NAME AND ADDRESS OF TRUSTOR]

Do not lose or destroy this Deed of Trust. It must be delivered to the Trustee for cancellation before reconveyance will be made.