

After Recording Return To:
Universal Fire & Casualty Insurance Company
3214 Chicago Dr
Hudsonville, MI 49426

Prepared By: _____

DEED OF TRUST

BOND NO(s) _____ DEFENDANT _____

This DEED OF TRUST, is made this _____ day of _____, _____ between _____, herein called Grantor, whose address is _____, TOM PARKER GENERAL AGENCY, herein called Trustee, whose address is 3214 Chicago Dr, Hudsonville, MI 49426 and UNIVERSAL FIRE & CASUALTY INSURANCE COMPANY, herein called Beneficiary, whose address is 3214 Chicago Dr, Hudsonville, MI 49426.

Witnesseth: That GRANTOR does hereby IRREVOCABLY GRANT, BARGAIN, SELL AND CONVEY, to TRUSTEE, IN TRUST, WITH POWER OF SALE, that property in the County of Prince Georges, and the State of Maryland, described as follows:

Legal Description: _____
Census Tract / Block: _____
Legal Book/Page: _____
Assessors Parcel No(s): _____
Alternate APN: _____
Map Reference: _____

Commonly known as: _____

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.

For the purpose of securing payment of the indebtedness evidenced by a Promissory Note, of even date herewith, executed by Grantor in the sum of _____ Thousand Dollars (\$ _____), and to secure payment to the said Beneficiary, of the monies due to all losses, damages, expenditures and liability suffered, sustained, made or incurred by the Beneficiary, on account of, growing out of, or resulting from the execution of certain bonds written by, through and/or at the request of Grantor (and as more fully set forth and described in a certain Agent Bail Agreement, which Agreement is made a part hereof by reference as though herein fully set forth), and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said 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 said 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 said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary adequate 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, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. 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, fees 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.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due; all encumbrances, charges and liens with interest, on said property or any part thereof, which appear to be prior or superior hereto; and all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the Promissory Note hereby secured, the Grantor shall at the option, and on demand of the Beneficiary pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at legal interest rate.

6. Should Grantor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor 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 purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. 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 moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. 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 so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereof; or join in any extension agreement or any agreement subordinating the lien or change hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note 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 any reconveyance executed under this Deed of Trust 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. As additional security, Grantor 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 said property, reserving unto Grantor the right, prior to any default by Grantor 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. 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 said property or any part thereof, in his 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 or obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said 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. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part hereof is situated. That a certificate signed by the Beneficiary at any time hereafter setting forth that any bond has been declared forfeited or that a loss, damage, expenditures or liability has been sustained by the Beneficiary on account of the aforesaid bond; the date(s) and amount(s) of such loss, damages, expenditures and/or liability; that payment has been demanded of the party(ies) on whose behalf the aforesaid Bond was executed; and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Grantor, 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 deducting expenses including costs and searches for evidence of title) pay to the Beneficiary the amount so certified, including interest at ten per cent per annum from demand to date of payment and attorneys' fees. 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 of record.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, 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, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the 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 Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees 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 legal rate; all other sums then secured hereby; and the remainder, if any, to the person(s) legally entitled thereto.

7. 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 mean the holder and owner of the Note secured hereby; or, if the Note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. 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, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee or otherwise, the Beneficiary may substitute a trustee or trustees to execute the Trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee(s), and such new trustee(s) shall succeed to all of the powers and duties of the trustee(s) named herein.

Grantor:

STATE OF MARYLAND COUNTY OF _____

On _____, _____ before me, _____, a Notary Public, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

My commission expires: _____

Notary Public

Grantor:

STATE OF MARYLAND COUNTY OF _____

On _____, _____ before me, _____, a Notary Public, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

My commission expires: _____

Notary Public

PROMISSORY NOTE

BOND NO(s) _____ DEFENDANT _____

DATE _____, _____ \$ _____

FOR VALUE RECEIVED, _____ (referred to herein as "Maker"), whose address is, _____ hereby promises and agrees to pay to the order of Universal Fire & Casualty Insurance Company referred to herein as "UFC") the sum of _____ Thousand Dollars (\$_____). This Note shall become due and payable in the event Maker becomes indebted to UFC, and/or any of his guarantors, indemnitors, co-surety(ies) and/or any insurance companies, and their successors and assigns, pursuant to the January 26, 2015 Agreement by and between Maker and UFC (the "Direct Agent Contract").

If any payment required by this Note is not paid within thirty (30) days of it becoming due, the balance due shall bear interest at the rate of Ten Percent (10%) per annum from the date the payment was due. In the event this Note shall be in default, and placed with an attorney or otherwise for collection, the Maker agrees to pay all reasonable costs and expenses of collection and/or suit, including without limitation, reasonable attorneys' fees and any costs and expenses necessary to protect the collateral granted as security for this Note.

Maker hereby waives demand, presentment, protest and all notice(s) thereto, including but not limited to, notice of default and notice of breach of the Bail Agent Agreement. Maker hereby agrees to remain bound under this Note, notwithstanding any extensions, renewals, modifications, waivers, or other indulgence by any holder hereof or the exchange, substitution, or release of any collateral granted as security for this Note. No verbal modification of this Agreement will be recognized by either party hereto and this Agreement cannot be modified by any subsequent practice or course of dealing by the parties inconsistent herewith. If UFC shall fail to take action with respect to any default and/or breach by the Maker of the terms, conditions, and/or covenants contained herein and/or in the Bail Agent Agreement, such failure shall not be deemed to constitute or be construed as a waiver of any rights on the part of UFC to thereafter enforce any of said terms, conditions and/or covenants.

Execution of this Note by the Maker and UFC does not relieve the Maker from his/her responsibilities and liabilities under any prior or subsequent agreements between Maker and UFC including but not limited to, any agreements between Maker, UFC and any insurance company.

This Note is secured by a Deed of Trust of even date.

The Maker hereby acknowledges that she has read the above Note and understands its terms.

Witness

Witness

State of Maryland)
) ss
County of)

On this ____ day of _____ 2015, before me, a Notary Public in and for the State of Maryland, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

My commission expires: _____

Notary Public