

AMERICAN SURETY COMPANY
DISCLOSURE STATEMENT

Bail Agency: _____
Bond Number: _____
Bond Amount: _____
Defendant: _____

ATTENTION

**DISCLOSURE OF LIEN AGAINST REAL PROPERTY.
DO NOT SIGN THIS DOCUMENT UNTIL YOU READ AND UNDERSTAND
IT!**

THIS BAIL BOND WILL BE SECURED BY REAL PROPERTY YOU OWN OR IN WHICH YOU HAVE AN INTEREST. THE FAILURE TO PAY THE BAIL BOND PREMIUMS WHEN DUE OR THE FAILURE OF THE DEFENDANT TO COMPLY WITH THE CONDITIONS OF BAIL COULD RESULT IN THE LOSS OF YOUR PROPERTY!

After you have read the above Disclosure Statement and received a completed copy of the Bail Bond Agreement and the Trust Deed, please execute this Disclosure Statement in the space provided below, acknowledging that you have read and understood this Disclosure Statement and that you have received a completed copy of the Bail Bond Agreement and the Trust Deed. You will be asked to execute this document again, in the corresponding space provided below, upon delivery to you of a full Full Reconveyance, which, upon recordation terminates the lien on your real property created by the Trust Deed.

I HAVE READ AND UNDERSTOOD THE ABOVE DISCLOSURE STATEMENT AND HAVE RECEIVED A COMPLETED COPY OF THE BAIL BOND AGREEMENT AND TRUST DEED.

Print Name: _____

Print Name: _____

Sign Name: _____

Sign Name: _____

Date: _____

Date: _____

I HAVE RECEIVED A FULL RECONVEYANCE, A CERTIFICATE OF DISCHARGE, OR A FULL RELEASE OF ANY LIEN AGAINST REAL PROPERTY TO SECURE PERFORMANCE OF THE CONDITIONS OF THE BAIL BOND.

Print Name: _____

Print Name: _____

Sign Name: _____

Sign Name: _____

Date: _____

Date: _____

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

AMERICAN SURETY COMPANY
P.O. BOX 68932
INDIANAPOLIS, IN 46268
1-800-969-1827

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST, made this _____ day of _____, 20____ between _____, herein called TRUSTOR whose address is _____, UNDERWRITERS SURETY, INC., an Indiana Corporation, whose address is 3905 Vincennes Road, Suite 200, Indianapolis, IN 46268 herein called TRUSTEE. AMERICAN SURETY COMPANY, herein called BENEFICIARY, whose address is P.O. Box 68932, Indianapolis, IN 46268.

WITNESSTH: That Trustor irrevocably GRANTS to TRUSTEE, IN TRUST, WITH POWER OF SALE, all that property in the County of _____, State of **California**, described as:

FOR THE PURPOSE OF SECURING payment to the said Beneficiary: (1) of all monies due to the Beneficiary and for all interest, premiums, losses, costs, expenses, expenditures, including but not limited to reasonable attorney's fees and liability suffered, sustained, made or incurred by the Beneficiary and as more fully set forth and described in a certain Bail Agreement dated _____; and/or (2) on account of, growing out of, or resulting from the execution of a certain bond # _____ in the amount of \$ _____ by _____ as agent for Beneficiary on behalf of _____ in the matter of _____ vs. _____; and/or (3) 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 to action of Bail Agreement and for which amounts, and the matters set forth in the said Bail Agreement, the property hereinabove referred to, stands as security.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor agrees: by execution and delivery of this Deed of Trust and the Bail Agreement which it secures, to be bound by provisions (1) through (13), inclusive, contained in the fictitious Deed of Trust recorded in _____ County on _____. If recorded by book and page number, then found in book _____ on page _____. If recorded as document or instrument number, then recorded as number _____. 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 so that the references 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.

IT IS UNDERSTOOD AND AGREED that a certificate signed by the Beneficiary at any time hereafter stating, (1) that any bond which is secured hereby has been declared forfeited; or that any premium due under any such bond has not been paid after demand therefore has been made; or (2) that any loss, damage, expenditure or liability has been sustained by the Beneficiary or its agent on account of the Bail Agreement, which certificate shall specify the date or dates and the amount or amounts of such loss, damage, expenditure (including reasonable attorney's fees) or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid bond or bonds was or is about to be executed; and that such loss, damages, expenditures (including said reasonable attorney's fees) 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 upon and sell the security herein, and from the proceeds of such sale (after deducting expenses including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest at ten percent per annum from the date of demand to date of payment and attorney's fees.

