

Defendant Email

Indemnitor Email

Marketing-Source (How did you find / hear about Acme Bail)						
1	Bail Agent Name	Acme Bail Bonds				
2	License #	CA Bail License # BA 1841993				
3	Address	205 So Broadway, Suite 620				
4	City, State, Zip	Los Angeles, CA 90012				
5	Phone Number	800-442-2245				
6	Defendant Full Name					
7	Todays date: (Month/day/year):		this ____ day of _____		20____ -Enter Date in both places.	
8	Indemintor	Use a separate agreement for each Indemnitor				
9	Power of Attorney Number	Location where bond posted:				
10	Will collateral be used to secure this agreement	Yes	No	Deed taken as collateral?	Yes	No
11	Mailing address of Indemnitors					
12	Court County	Judicial District				
13	Court Name & Address					
14	Case #	Date of Arrest:			Date of Release	
15	Court Date & time:			Court Month and day		
16	Charges					
17	Bond Amount: (alpha)			(numeric)		
18	Total Premium					
19	Court Division		Booking Number			
20	Type of charges (type in <u>Felony</u> or <u>Misdemeanor</u>)					
21	Itemized expense # 1 description					Exp #1 amt:
22	Itemized expense # 2 description					Exp #2 amt:
23	Total of premium & expenses					
24	Amount paid today (alpha)			Amount paid today (numeric)		
25	Method of payment:	Cash	Check	Money Order	Credit Card	Other Describe:
26	Balance owed					
27	Name of person tendering payment					
28	Address of person tendering payment					
29	Payment plan - Balance Owed					
30	Subsequent payments					
31	Subsequent payments to begin					
32a	2nd Down Payment amount			Due date		
32b	Subsequent payments will be paid:		Weekly	Bi-Weekly	Monthly	Other, (describe):
33	Collateral amount: Alpha:		Numeric:			
34	Collateral description:		Cash	Check	Property	Vehicle Other, describe:
35	Collateral description detail or Address of Real Estate					
36	Collateral held by:		Bail Producer	Surety	Managing General Agent	
37	Name of person tendering collateral					
38	Address of person tendering collateral					
39	Phone numbers of person tendering collateral:		Home:	Work:	Mobile:	
40	Legal description of property					
41	Property Owner 1		Property Owner 2			
42	Where paperwork done/Notarized		City	County	State	
43	Address of property held as collateral					
44	County where property located					
45	Property Owner(s) Mailing Address					



CONTINENTAL HERITAGE Insurance Company

6140 Parkland Blvd., Ste 321
Mayfield Heights, OH 44124
(440) 229-3420 (440) 229-3421 FAX

APPLICATION AND INDEMNITY AGREEMENT FOR BAIL BOND

D.O.B. _____ Sex _____ Exec. Date _____
 Race _____ Moustache _____ Arr. Date _____
 Height _____ Weight _____ Booking # _____
 Hair _____ Eyes _____ Bond No. _____ AMT. \$ _____ Where Held _____
 I.D. Marks _____ Glasses _____ Where Born _____ Arr. By _____
 S.S.# _____ D.L.# _____ F.B.I. # _____

Booking Name _____ A.K.A. _____
 Charges _____ Case# _____ Date to Appear _____ Time _____
 Court _____ Jud. Dist. _____ Div. or Dept. _____ County _____

St. Add _____ City _____ Phone _____ How long _____
 Former Add. _____ City _____ State _____ How long _____
 Years in City _____ County _____ State _____ Last County _____ Last State _____
 Employed By _____ Occupation _____ Work Phone _____ How long _____
 Employer's Add. _____ Superior _____ Mo. Income _____ Shift _____
 Previous Employer _____ Address _____ City _____ When _____
 Previous Arrest Charge _____ Court _____ County _____ When _____
 Disposition _____ Previous Bail _____ With Who _____ Amount \$ _____ Case Pending? _____
 On Probation? _____ Where _____ Probation Officer _____
 Vehicle - Make _____ Model _____ Year _____ Color _____ License # _____
 Military Branch _____ Serial# _____ Discharge Date _____ Union _____ Local# _____
 Where Arrested _____ Co-Defendants _____
 Credit Ref. & Accts. #'s _____

Spouse _____ Add. _____ Phone _____ How Long _____
 Employed By _____ Add. _____ City _____ Work Phone _____
 Occupation _____ Supervisor _____ Mo. Income _____ How Long _____
 Married? - When _____ Where _____ Spouse's Maiden Name _____ D.O.B. _____
 Spouse's Vehicle - Make _____ Model _____ Year _____ Color _____ License# _____
 Previous Spouse _____ Add. _____ City _____ Phone _____
 Children - Name & Age _____ School _____
 Mother _____ Add. _____ City _____ Phone _____
 Father _____ Add. _____ City _____ Phone _____
 Spouse's Mother _____ Add. _____ City _____ Phone _____
 Spouse's Father _____ Add. _____ City _____ Phone _____
 Def. Brother _____ Add. _____ City _____ Phone _____
 Def. Sister _____ Add. _____ City _____ Phone _____
 Best Friend _____ Add. _____ City _____ Phone _____
 Defendant's Attorney _____ City _____ Phone _____

Indemnitor _____ Add. _____ City _____ Zip _____
 Social Security # _____ D.L.# _____ D.O.B. _____ Relation to Def. _____ Phone _____
 Employed By _____ Add. _____ Phone _____
 Occupation _____ How Long _____ Superior _____ Monthly Income _____
 Bank _____ Branch _____ Account # _____ Type _____ Balance _____
 Spouse _____ Add. _____ Phone _____
 Employed By _____ Add. _____ Phone _____
 Occupation _____ How Long _____ Superior _____ Monthly Income _____
 Vehicle - Make _____ Model _____ Year _____ Color _____ License# _____
 Registered Owner _____ Legal Owner _____ Liens _____
 Real Property _____ In Who's Name _____ How Long _____
 Lot _____ Block _____ Tract _____ Maps In Book _____ Page _____
 Value _____ Equity _____ Financed By _____ A.P. No. _____
 Credit Ref. & Accts. #'s _____

I certify that the above is true and correct. I further understand this is an application for a type of credit, and authorize review of my credit history via credit reporting agency checks.

DATE

SIGNATURE OF INDEMNITOR

STATEMENT OF INFORMATION REQUIRED BY SECTION 2100, CALIFORNIA REGULATORY CODE, AND WHICH MAY BE REQUIRED IN OTHER STATE

Full name of person supplying information	Name of person negotiating bail	Name of person receiving information
Address	Address	Date and time information received
Connection or relationship to defendant	Connection or relationship to defendant	Manner in which information received
If same was defendant, how did he communicate?	Name of licensee who negotiated transaction	Name of other agent involved and commission paid

If writ, _____ Name of Attorney _____ Name and sum paid unlicensed persons and service performed _____
 Was consideration other than money received? YES ___ NO ___ If yes, explain in detail and attach statement _____

INDEMNITY AGREEMENT FOR BAIL BOND CONTINENTAL HERITAGE INSURANCE COMPANY

The undersigned, called "First Party," make application to ACME BAIL BONDS called "Second Party," for execution by CONTINENTAL HERITAGE INSURANCE COMPANY, a corporation called "Surety" of a Bail Undertaking herein referred to as "Bail Bond" in the penal amount of \$ _____ for _____ and in consideration of the Second Party arranging for execution of continuance of this Bail Bond, First Party does jointly and severally agree as follows:

FIRST: To pay Second Party \$ _____ per annum for this Bail Bond. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested, or his bail reduced or his case dismissed, shall not obligate the return of any portion of said premium. This Bond is renewable each year. First Party agrees to pay to Second Party a renewal premium in the amount stated above, twelve months after the date on which this Bond was executed. If said renewal premium is not paid upon written demand therefore, Second Party or Surety has the right to surrender Principal, as provided in the California Penal Code, Section 1300, and exonerate the Bond.

SECOND: To reimburse Second Party and Surety for actual expenses incurred by Second Party or Surety in connection with the arranging and/or execution of Bail Bond or any renewal or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party, in accordance with regulations of the Insurance Commissioner in effect at the time such expenses are incurred.

THIRD: To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond including all expenses or liabilities incurred as a result of searching for, recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or Summary Judgment entered thereon. However, no expenses or liabilities incurred for recapturing or returning Principal to custody shall be chargeable after the entry of Summary Judgment.

FOURTH: To pay the Second Party or Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable attorney's fee which shall, in no event, be less than the sum of twenty-five dollars (\$25.00).

FIFTH: To pay Second Party or Surety as collateral upon demand, the penal amount of Bail Bond whenever Second Party or Surety, as a result of information concealed or misrepresented by the First Party or Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify them against such increased bail.

SIXTH: To pay Second Party or Surety immediately upon demand after entry of forfeiture, pursuant to California Penal Code, Section 1306.

SEVENTH: To aid Second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of Principal to Court should Second Party or Surety deem such action advisable.

EIGHTH: That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or Surety is authorized to lawfully levy upon said collateral in the manner provided by law to apply the proceeds therefrom and any and all money deposited to payment or reimbursement for the hereinabove liabilities, losses, costs, damages and expenses. If collateral received by Second Party is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid Premium or the hereinabove charges.

NINTH: Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any occasion when the presence of the Principal in Court is lawfully required without returning all premium paid therefor, unless as a result of judicial action, information concealed or misrepresented by the Principal, or other reasonable cause, any one of which was material to the hazard assumed, the hazard was substantially increased and the additional premium, if any, for such increased hazard was not paid within a reasonable time.

TENTH: The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or to proceed or enforce its remedies against the Principal before making demand upon or proceeding and/or enforcing its remedies against any one or more of the First Party.

ELEVENTH: In making application for Bail Bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise Second Party or Surety of any change, including but not limited to change of address or employment of either the Principal or of any of the First Party, or any other material change in circumstances, within forty-eight (48) hours after knowledge that such change shall have occurred, and the First Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.

TWELFTH: The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above mentioned Bail Bond was executed, or any charge arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction, but not in a greater amount.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Bail Agreement executed herewith each represents: I have read the Bail Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Bail Agreement; that I am the true and lawful owner of the property, whether real or personal, which if set forth in the Application for Bail (which Application is made a part hereof by reference as though herein fully set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Bail Agreement has been released. I understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby this _____ day of _____, 20____ set my hand.

Defendant
SIGNATURE _____ HOME PHONE _____ WORK PHONE _____
NAME _____ Address _____ City _____ Zip _____
EMPLOYER _____ Address _____ City _____ Zip _____
DMV I.D. _____ S.S. No. _____ Date of Birth _____

Indemnitor
SIGNATURE _____ HOME PHONE _____ WORK PHONE _____
NAME _____ Address _____ City _____ Zip _____
EMPLOYER _____ Address _____ City _____ Zip _____
DMV I.D. _____ S.S. No. _____ Date of Birth _____

PRIVACY NOTICE: We collect personal information about you mainly from applications, forms or information you provide, government agencies, public records and consumer reporting agencies. We will not disclose any non-public, personal information about you except as permitted by law. This means we may disclose information such as your name, address, social security number, premium details, or collateral information to our affiliated companies, bonding agencies or parties who perform a business or insurance function for us, insurance regulatory agencies, law enforcement or government authorities, and authorized persons as ordered by subpoena, warrant or court order or as required by law. By law these disclosures may not be prevented. We do not disclose any non-public, personal information about you to non-affiliated companies for marketing purposes. We respect your privacy, advise our employees of the importance of maintaining the confidentiality of your information, and maintain physical, electronic, and procedural safeguards to protect your information.



INDEMNITOR/GUARANTOR CHECK LIST

6140 Parkland Blvd., Ste 321
Mayfield Heights, OH 44124
(440)229.3420 (440)229.3421 FAX

DATE _____ BAIL AMOUNT \$ _____
 DEFENDANT _____ PREMIUM AMOUNT \$ _____
 JAIL _____ AMOUNT PAID DOWN \$ _____
 BAIL BOND # _____ BALANCE DUE \$ _____
 CASH COLLATERAL \$ _____

- _____ 1. I have read and received a copy of the standard Continental Heritage Insurance Company Indemnity Agreement for Bail Bond.
- _____ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard Continental Heritage Insurance Company Indemnity Agreement for Bail Bond.
- _____ 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day of each month at the rate of _____ percent per annum. There is a _____ percent late fee on all scheduled payments not received within five days of the due date. (Note: The insurance company is not a party to any premium financing. Any financial agreement is strictly between the bail agent/agency and indemnitor.
- _____ 4. I understand I am required to pay the amount of the bail premium every year, in advance hereafter, until the surety is legally discharged from all liability on the bonds posted. (States with Renewable Premiums).
- _____ 5. I understand I am responsible for paying the full amount of the bond posted if the defendant does not appear in court for every appearance and for any other time ordered by the court until the defendant is sentenced or the case is dismissed by the court.
- _____ 6. A forfeiture of the bail will be entered by the court if the defendant fails to make any court appearance. I understand that if the bond is ordered forfeited and it is not ordered reinstated, or exonerated within the time allowed by law, that I must pay the full amount of the bail forfeited plus expenses to the bail agent/agency.
- _____ 7. I understand I am responsible if it becomes necessary to arrest and surrender the defendant and that I am responsible for paying all reasonable costs incurred for locating, apprehending, transporting and surrendering the defendant to custody. Investigation costs will begin to accrue after a court forfeiture or when any co-signer requests the defendant be placed back in custody or when any condition exists as defined in the Bail Bond Indemnity Agreement. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility of the court specified on the bail receipt there will be no investigation cost charged. Reasonable court costs, as described in Paragraph 8 of this checklist, will be charged if applicable and a receipt will be provided.
- _____ 8. I understand that if the bail is ordered forfeited by the court, that I am responsible to pay court costs and reasonable appearance fees (a minimum of \$ _____) and attorneys' fees for the bail agent to reinstate or exonerate the bail bond if necessary.
- _____ 9. I understand that if I breach the bail bond agreement, by non payment or any other action as defined by the bail bond agreement, I am responsible for any collection actions taken, including attorney's fees and costs. Attorneys' fees are a minimum of _____ an hour. If any collection action needs to be taken, a minimum _____ fee will be charged.
- _____ 10. I understand that collateral cannot be released until all bonds posted on my behalf for defendant have been exonerated and written notice from the court received by the bail agency.
- _____ 11. I understand that substitution of collateral is done at the discretion of the surety and the bail bonding agency. There are no agreements to substitute collateral at a future date.
- _____ 12. I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until the bail agency has researched the exoneration date and verified the bail bond status with the appropriate courts. This process may be done faster if I obtain written verification of the bond exoneration from the court and provide it to the bail agency.
- _____ 13. This checklist is intended to explain and clarify the standard Continental Heritage Insurance Company Indemnity Agreement for Bail Bond, which is the entire contract with the bail agency. I understand that there are no additional terms nor are there any exemptions to the contract, either in writing or verbally, that limit my responsibility under the bail agreement.
- _____ 14. I declare that all statements made on the application and financial statements are true. I agree to notify the bail agency, within 48 hours of any changes, including but not limited to any change of address, or employment of either myself or the criminal defendant.
- _____ 15. I understand the obligations under this agreement are joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other cosigners on the agreement.
- _____ 16. **Agreement of Venue:** I agree that if legal action between the parties concerning this bail bond is brought, it shall be brought in and before a federal or state court in _____ County in the State of _____.

I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE TERMS.

SIGNATURE: _____ SIGNATURE: _____

NAME (print): _____ NAME (print): _____

RECEIVED COPY: _____

UNPAID PREMIUM AGREEMENT

Defendant Name: _____ Date: _____

Bail Amount: _____

Jail: _____

Total Sale Amount: \$ _____

Less Amount Paid Down: \$ _____

BALANCE DUE: \$ _____

The undersigned promises to pay the Balance Due of \$ _____

in _____ installments of \$ _____ each,

with the first installments due as follows: _____

I have deposited as security against this premium balance: _____

I (we) have obtained a bail bond for the release of the above defendant and I (we) promise to pay the Balance Due as prescribed above. I (we) understand that if my payments are not received at the address stated below within five days of the scheduled due date, I (we) will be charged a ten percent (10%) late charge based on the scheduled payment amount. Should my account become over 30 days past due, a demand for full payment may be made at that time. Any and all Legal/collection fees associated to my account will be my responsibility.

All payments should be mailed to:

I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS

Signature: _____ Signature: _____

Print: _____ Print: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Print: _____ Print: _____

Date: _____ Date: _____

Acme Bail Bonds

2674 E. Main St, PMB D-209
Ventura, CA 93003
800-442-2245, Fax 888-891-8881
Insurance Bail License # 1841993



CREDIT CARD AUTHORIZATION FORM

I, _____, do hereby authorize Acme Bail Bonds to debit my credit card:

Account Number: _____

Expiration Date: _____

In the Amount of \$ _____

For the Bail Premium/Collateral on behalf of Defendant: _____

Bond Number(s): _____

I understand that the Bail Bond Premium has been earned in full upon the release of the said defendant from jail. I also understand that any collateral monies shall be held until the defendant has appeared on every court appearance necessary until the court relieves the surety and depositor of the collateral of all further liability.

As verbally agreed upon, I will sign this document as my credit card sales authorization and return it to Acme Bail Bonds immediately. Any delay on the return of this document could result in the revocation or said bail bond(s) and re-arrest of said defendant.

Signed this _____ day of _____, 20____.

Signature of Card Holder

Printed Name of Card Holder

Agent Name and Location



6140 Parkland Blvd., Ste 321
Mayfield Heights, OH 44124
(440) 229-3420 (440) 229-3421 FAX

BAIL SURETY
DISCLOSURE STATEMENT

Bail Agency: _____

Bail Agency #: _____

Bond Number: _____

Bond Amount: _____

Defendant: _____

S.S. #: _____

D.O.B.: _____

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 THE 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 Mortgage or Deed, please execute this Disclosure Statement in the space provided below, acknowledge that you have read and understood this Disclosure Statement and that you have received a completed copy of Bail Bond Agreement and Mortgage or Deed. You will be asked to execute this document again, in the corresponding space provided below, upon delivery to you of a full Satisfaction of Mortgage or Deed (reconveyance), which, upon recordation terminates the lien on your real property created by the Mortgage or Deed.

I HAVE READ AND UNDERSTAND THE ABOVE DISCLOSURE STATEMENT AND HAVE RECEIVED A COMPLETED COPY OF THE BAIL BOND AGREEMENT AND MORTGAGE OR DEED.

Print Name: _____ Print Name: _____

Sign Name: _____ Sign Name: _____

Date: _____ Date: _____

I HAVE RECEIVED A SATISFACTION OF MORTGAGE, A CERTIFICATE OF DISCHARGE, OR A FULL RELEASE OF ANY LIEN AGAINST REAL PROPERTY DEPOSITED TO SECURE THE ABOVE DESCRIBED BAIL BONDS.

Print Name: _____ Print Name: _____

Sign Name: _____ Sign Name: _____

Date: _____ Date: _____

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Acme Bail Bonds - 800-442-2245

2674 E. Main St, Suite D-209, Ventura CA 93003

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

Incorporating by reference provisions of fictitious deed of trust.

BOND NO. _____
DEFENDANT _____

APN _____

This Deed of Trust, made this _____ day of _____, 20____, between _____
_____ (hereinafter called TRUSTOR),
_____ (hereinafter called TRUSTEE),

And CONTINENTAL HERITAGE INSURANCE COMPANY, herein called BENEFICIARY, Witnesseth: that TRUSTOR hereby IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in _____, County, California, described as:

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred by BENEFICIARY to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING payment to the BENEFICIARY of all amounts due to and including all losses, forfeitures, damages, expenditures and liability suffered, sustained, made or incurred by CONTINENTAL HERITAGE INSURANCE COMPANY, as more fully set forth in that certain promissory note, indemnity agreement and/or collateral receipt which agreements are made a part hereof by this reference in the sum of \$ _____, and Arising from the executing and posting of the above-referenced bond, for which this deed of trust is security.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of the Deed of Trust and the Agreements(s) secured hereby, that provisions (1) to (15), inclusive of the fictitious deed of trust recorded in _____ County in the year 1997 in the Official Records in the office of the county where said property is located in document # _____, (which provisions, identical in all counties, are printed on pages 2 & 3 hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in the Deed of Trust.

The Undersigned Trustor request that a copy of any notice of default and of any sale hereafter to be mailed to him at the address set forth herein.

X _____
TRUSTOR SIGNATURE STREET AND NUMBER CITY STATE ZIP CODE

X _____
TRUSTOR SIGNATURE STREET AND NUMBER CITY STATE ZIP CODE

X _____
TRUSTOR SIGNATURE STREET AND NUMBER CITY STATE ZIP CODE

STATE OF _____

COUNTY OF _____ } s.s

On _____ before me, _____ a Notary Public in and for said County and State, 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 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 person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Signature _____

RECORD THIS PAGE ONLY

RIDER TO DEED OF TRUST

To protect the security of this Deed of Trust, Trustor 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 therefore; 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 use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain, and deliver to Beneficiary fire 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 by 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 Trustor. 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 attorneys' 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, including assessments on appurtenant water stock; when due, all encumbrances, charges, and liens, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of 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 the amount allowed by law in effect at the date hereof.
6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so 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; 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 or purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment forecloses, pay necessary expenses, employ counsel, and pay his reasonable fees.

It is mutually agreed that:

7. 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 the 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.
8. 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.
9. At any time or from time to time, without liability therefore, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may re-convey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or joined in any extension agreement or any agreement subordinating the lien or charge hereof.
10. Upon written request of Beneficiary stating that all sums secured hereby have been paid, upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall re-convey, without warranty, the property then held hereunder. The recitals in any re-conveyance executed under this deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such re-conveyance may be described as "the person or persons legally entitled thereto."
11. The Assignment of Rents contained herein is absolute and is not intended to be mere pledge of said rents, issues and profits as additional security for the performance of Trustor's obligations under the terms of the subject Note or this deed of Trust. The foregoing assignment shall not impose upon Beneficiary any duty to cause the property to produce rents, nor shall beneficiary be deemed to be a "mortgagee in possession" by reason thereof any purpose.
Beneficiary confers upon Trustor the authority to collect and retain the rents, issues and profits of the property as they come due and payable; provided however, that Beneficiary may any time during the existence of any default by the Trustor under the terms of the subject Note or this Deed of Trust, in Beneficiary's sole discretion and without notice to the Trustor, revoke said authority and may collect and retain the rents, issues and profits of the property without taking actual possession thereof. All rents, issues and profits may be applied by Beneficiary, in its sole discretion, to amounts owed it by Trustor. Collection of any rents, issues or profits by Beneficiary shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice.
12. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured here by shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary may employ counsel to enforce payment of the obligations secured hereby, and 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 thereof is situated.

Prior to publication of the notice of sale, Beneficiary shall deliver to the Trustee this deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with sale of the property described herein, pursuant to the provisions of law and this deed of trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, 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 may postpone sale of all or any portion of said 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 and place fixed by the preceding postponement. 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 Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of his Trust, including costs 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 10 percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

13. This Deed of Trust 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 pledge thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

14. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

15. Beneficiary may from time to time or at any time substitute a Trustee or Trustees to execute the trust hereby create, 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 or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

X _____
TRUSTOR

X _____
TRUSTOR

X _____
TRUSTOR

X _____
TRUSTOR

The fictitious deed of trust recorded in all counties in the Document number of the Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DOCUMENT #	COUNTY	DOCUMENT #	COUNTY	DOCUMENT #	COUNTY	DOCUMENT #
Alameda	97039391	Kings	9702507	Placer	97-0007993-00	Sierra	123109
Alpine	000102/000103	Lake	97-001756	Plumas	771	Siskiyou	97001593
Amador	0001079	Lassen	763	Riverside	042128	Solano	1997-
Butte	97-004960	Los Angeles	97349175	Sacramento	1997-02101209	Sonoma	1997-0010556
Calaveras	1997-1474	Madera	9703054	San Benito	9701205	Stanislaus	97-0010027-00
Colusa	97-000462	Marin	97-006665	San Bernardino	1997-0042940	Sutter	1997-01388
Contra Costa	97-021013	Mariposa	970533	San Diego	1997-0084586	Tehama	1433
Del Norte	97-0520	Mendocino	00001875	San Francisco	1997-G113793	Trinity	199700540
El Dorado	006751	Merced	4923	San Joaquin	97-014409	Tulare	97-007833
Fresno	97017640	Modoc	000390	San Luis	1997-005899	Toulumne	001576
Glenn	97-2597	Mono	000737	San Mateo	97-014319	Ventura	97-016547
Humboldt	1997-3142-3	Monterey	08055	Santa Barbara	97-006836	Yola	97-0003241-00
Imperial	97003349	Napa	1997-002756	Santa Clara	13607528	Yuba	97-001104
Inyo	97-03693	Nevada	97003584	Santa Cruz	1997-0006487		
Kern	0197015758	Orange	19970058379	Shasta	004120		

(which provisions, identical in all counties, are printed on pages 2 & 3 hereof) hereby are adopted and incorporated herein and made a part of hereof as fully though set forth herein length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in the Deed of Trust.