

DEED OF TRUST

THIS DEED OF TRUST is made this _____ day of _____, 20____ between

party(ies) of the first part and Bobby L. Russell, Trustee, party of the second part.

WITNESSETH

That for and in consideration of bail granted to _____, the said party of the first part has bargained and sold and does hereby grant in trust unto the said second party, his successors, assigns, etc., with covenants of general warranty and against all encumbrances the following described property situated in the _____ Civil District of Sullivan County, Tennessee, together with all improvements thereon and appurtenances thereto belonging and described as follows:_____

This being the same property conveyed to first party(ies) by deed dated _____ day of _____, 20____ and recorded in Deed book _____ at page _____, in the Register of deeds office for Sullivan County at Blountville, (Bristol), Tennessee to which reference is here made.

To have and to hold said property hereby conveyed together with all improvements and appurtenances thereon or to be placed thereon or in any manner belonging unto the party of the second part, and to his successors, assigns, etc., forever.

This deed of trust is to secure the appearance of _____ in a case styled State of Tennessee vs. _____ case number(s) _____ pending in _____ court at _____ Tennessee at a hearing now scheduled for _____ a.m. _____ day of _____, 20____ at the Courthouse or Justice Center at _____ Tennessee and at all other proceedings or cases pertaining thereto hereafter held at _____, Tennessee or Blountville, Tennessee and should _____ fail to appear without being excused by the Court from such appearance, then the trustee may commence to collect \$_____ from the aforescribed lands which are subject to a lien to secure the faithful appearance and attendance of _____ at the aforesaid proceedings. The Grantor herein shall have the statutory remedies available to bondsmen incidental to the delivering the body of the defendant to the Sheriff of this county should Grantor so decide.

At the termination of the above case, if _____ appeared at all the times and places as required this deed of trust is for naught and ended. A judicial order so indicating shall act to end this trust lien.

In case of default in any of the terms and conditions of this trust said Trustee is hereby authorized to take charge of and receive all rents that may become due on said property, such

rents so collected, less the cost of collection, to be applied on the past due part of said indebtedness, and for this purpose said first parties do hereby assign unto the said second party all rents on said property, but this right to the collection of rents to be exercised only in the discretion of the Trustee, there being no obligation on him to do so.

It is further agreed that should first party faithfully comply with all terms and conditions of this deed of trust then this deed of trust shall become null and void and may be released by the Trustee or the Judge having jurisdiction over _____. At the option of the Judge having jurisdiction over _____, said Trustee upon being requested to do so by the Judge, after advertising the time, place and terms of sale by at least three newspaper advertisements which shall appear in some newspaper published in Sullivan County, Tennessee, the first of said notices to be published at least twenty days prior to the date of sale, shall sell said property in front of the Justice Center door at Blountville, Tennessee, or at such other place as the Trustee may deem beneficial to the trust, at public auction to the highest bidder for cash in hand, said sale to be made in bar of all homestead, dower and curtesy, and in bar of the right of the equity of redemption, all of which are hereby expressly waived, and with the proceeds of sale said Trustee shall pay: first, the cost of executing this trust, including a commission of five per cent to the Trustee upon the gross amount of said sale, and which costs and commissions shall accrue upon the advertisement of said property; second, the indebtedness hereby secured (\$ _____), together with any sum advanced for insurance, taxes, or assessments; third, any taxes, assessments, or fire insurance premiums then due and unpaid; fourth, the balance, if any, shall be turned over to the said party of the first party or his/her/their assigns.

Said second party is hereby authorized to make a deed to the purchaser with covenants of special warranty in case of sale hereunder, and in the, event of such sale party of the first part shall immediately become the tenant at will of the purchaser.

If the party of the second part, or note holder, or both, shall be made a party, or forced to become a party to any suit at law or equity, or in any bankruptcy proceeding, in order to protect the security hereof, the party of the first part agrees to pay all costs and attorney's fees so incurred, and the same shall be a further lien upon said premises.

In case of death, absence, inability, or refusal to act on the part of said second party, or for any other cause, the Judge is authorized to nominate and appoint a successor to execute the trust herein, which appointment shall be in writing and duly recorded in the Register's Office where this instrument is recorded, and the powers herein conferred on the said second party shall be vested in his successor, and said parties of the first part hereby waive the necessity of the said second party, or his successors, making oath, filing inventory, giving bond, or making report of sale hereunder. It is agreed that the Trustee may conduct any sale through an agent or attorney without such Trustee being present, and may postpone any sale, notice of the postponed sale to be given in such manner as the Trustee or his agent deems reasonable.

IN TESTIMONY WHEREOF, WITNESS the signature of the party of the first part, hereunto affixed on the day and year first herein written.

First Parties

STATE OF TENNESSEE:

COUNTY OF SULLIVAN:

Before me personally appeared, _____, the within named bargainer (s), or party (ies) with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he (she) executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office on this the _____ day of _____, _____.

Notary Public

My commission expires

STATE OF TENNESSEE

COUNTY OF SULLIVAN

Before me personally appeared, _____, the within named bargainer (s), or party (ies) with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he (she) executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office on this the _____ day of _____, _____.

Notary Public

My commission expires

STATE OF TENNESSEE:

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Witness my hand and official seal at office on this the _____ day of _____, _____.

Notary Public

My commission expires

This instrument prepared by the office of the District Attorney General, Blountville, Tennessee.