



COMMONWEALTH OF VIRGINIA
Department of Criminal Justice Services

P.O. Box 1300 • Richmond, VA 23218 • Phone: (804) 786-4700 • Fax: (804) 786-6344 www.dcjs.virginia.gov/pss

DEED OF TRUST – TENANTS in COMMON

After Recording Return to:

Virginia Department of Criminal Justice Services, P.O. Box 1300, Richmond, VA 23218

Tax Map Reference No.: _____

THIS DEED OF TRUST, is made and entered into this _____ day of _____, 20____,
by and among _____ [NAME IN ALL
CAPS], herein called **“Grantor”**, and _____,
Commonwealth Attorney of _____,
Virginia, whose address is _____,
Grantee, herein called **“Trustee”**, and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF
CRIMINAL JUSTICE SERVICES, VIRGINIA, herein called **“Beneficiary”** or **“DCJS”**.

WITNESSETH:

WHEREAS, Grantor has applied for a property bail bondsman license with DCJS;

WHEREAS, pursuant to § [9.1-185.5](#) of the *Code of Virginia* (1950), as amended, prior to the issuance by DCJS of a property bail bondsman license to Grantor, Grantor must provide proof of collateral of at least Two Hundred Thousand and no/100 Dollars (\$200,000.00);

WHEREAS, Grantor expects his/her bonded indebtedness to DCJS to be _____ Dollars (\$_____) (the **“Indebtedness”**);

WHEREAS, Grantor is the owner of an undivided _____ percent (____%) interest in the Property (hereinafter defined) as a tenant in common; and

WHEREAS, DCJS has required, and Grantor has agreed, to enter into this Deed of Trust as security for payment of the Indebtedness.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE to Trustee, all of his/her interest in the following described real estate:

See EXHIBIT A attached hereto and made a part hereof.

RESIDENTIAL OPTION:

[Together with all buildings, improvements, easements, fixtures, and/or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be part of said real estate whether physically attached thereto or not); and all of the foregoing together with the above described real estate are referred to in this Deed of Trust as the **“Property”**.]

COMMERCIAL OPTION:

[Together with (i) all the buildings and improvements now or hereafter erected on the real estate and all easements, rights, appurtenances, rents, accounts, royalties, timber, mineral, oil, gas rights and profits of and all fixtures, furniture, equipment, and apparatus now or hereafter attached to, used in connection with, or adapted for use in the operation of real estate, including, without limitation, heating, cooling, refrigeration, plumbing, electrical apparatus and equipment, boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, ventilating and vacuum cleaning systems, fire suppression systems, security systems, gas and electric fixtures, elevators, escalators, partitions, mantels, built-in-mirrors, window shades, blinds, screens, storm sashes, awnings, carpeting, under padding, drapes, plants and shrubbery and furnishing of public spaces, halls and lobbies, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; (ii) all documents, contract rights, general intangibles, and instruments relating to the operation or management of the real estate including, without limitation, any and all maintenance contracts, permits, licenses, franchises, and governmental approvals to the extent that assignment thereof is not prohibited by law or the express terms thereof and (iii) all proceeds of each of the foregoing (whether cash or otherwise). All of the above-described real and personal property is referred to in this Deed of Trust as the **“Property”**.]

IN TRUST, to secure (a) the performance of each agreement of Grantor contained herein and Grantor’s performance under *Va. Code Ann. §§ 9.1-185 through 9.1-185.18*; and (b) the payment by Grantor to Beneficiary of all monies due and payable to Beneficiary (i) pursuant to the Bail Bondsman Application executed and delivered by Grantor as of _____, 20____, and (ii) under such bail bond(s) made and executed by Grantor pursuant to *Va. Code Ann. § 19.2-119 et. seq.*, now existing or hereafter incurred, provided, however, that the total amount of such bail bond(s) to which the Property may be subjected for payment may not exceed the principal amount of _____ Dollars (\$_____), plus interest and charges in accordance with the terms of such bond(s).

Without limiting the foregoing, the Property shall also secure reimbursement to Beneficiary and/or Trustee for any and all costs, attorney's fees and/or other expenses of whatever kind incurred in connection with obtaining possession of the Property; the protection and preservation of the Property; collection of any sum or sums secured hereby; any litigation concerning the Property or this Deed of Trust; recording or releasing this Deed of Trust and any additional examination of title or execution of further assurances or physical survey of the Property, which may be required by Beneficiary or Trustee for any reason in good faith; all of which costs and expenses shall be the obligations of and paid by the Grantor.

As additional security for the above described bonds, costs, and expenses, Grantor hereby assigns to Beneficiary all condemnation proceeds and proceeds of any policy of insurance due in connection with the Property, and if any of the Property is leased or any easement thereon or any right to remove any portion of the Property is granted either now or in the future, whether with or without the consent of the Principals or the Trustees, the lease, other instrument, agreement, or contract right and all rights thereunder and any and all rents, royalties, income, and other accruing benefits related thereto.

Grantor covenants that Beneficiary and Trustee, or their duly authorized agents, shall have the right to inspect the Property at any reasonable time; that Grantor and any lessee of the Property will comply with all laws and ordinances pertaining to the Property; and that Grantor will keep in force any insurance required by this Deed of Trust or any state or federal law or regulation. Grantor further covenants, and this Deed of Trust shall be construed to impose and confer upon the parties hereto, and the beneficiaries hereunder, all duties, rights, and obligations prescribed in *Va. Code Ann. §§ 55-59 et seq.* (except as specifically modified herein), and further, to incorporate herein, by short term references below, the following provisions of *Va. Code Ann. § 55-60*:

- (a) Identified by Trustee's signature.
- (b) Exemptions waived.
- (c) Subject to call upon default.
- (d) Renewal or extension permitted.
- (e) Reinstatement permitted.
- (f) Right of anticipation reserved.
- (g) Priority in direct order of maturity.
- (h) Substitution of Trustee permitted.
- (i) Any Trustee may act.
- (j) Advertisement required. Publication at least two (2) times in a newspaper published or having general circulation in the City or County wherein the property is located, and, in the discretion of the Trustee acting, by printed posters being posted in at least three public places in said County, one of which shall be at the Courthouse door of the County.
- (k) Trustee's commission of 5 percent (5%) of gross proceeds of sale

If the Property is advertised for sale at foreclosure pursuant to the provisions of this Deed of Trust, but not sold pursuant to such advertisement by reason of any act on the part of Grantor, Grantor shall pay to the acting Trustee or Trustees the actual expenses incurred plus a reasonable commission for Trustee's services, not to exceed two percent (2%) of the unpaid balance then due under the aforesaid bond.

NOTICE – THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY SECURED HEREBY.

This Deed of Trust shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. If any provision of this Deed of Trust or the application thereof to any person or circumstances shall be invalid and unenforceable to any extent, the application of such provisions to other persons or circumstances and the remainder of this Deed of Trust shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

WITNESS the following signature and seal.

(type name of grantor)

STATE OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Deed of Trust was acknowledged before me this _____ day of _____,
20____ by _____.

My commission expires: _____

Notary Public