

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

THE NORTH RIVER INSURANCE COMPANY
10777 WESTHEIMER ROAD SUITE 500 (77042)
P.O. BOX 2807 HOUSTON, TX 77252-2807
713-954-8100 713-943-8389 (FAX)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

Incorporating by reference provisions of a fictitious deed of trust.

BOND NO. _____
DEFENDANT _____

APN _____

This Deed of Trust, made this _____ day of _____, _____, between _____ (hereinafter called TRUSTOR), UNITED STATES FIRE INSURANCE COMPANY (herein called TRUSTEE), and THE NORTH RIVER 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 THE NORTH RIVER 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 Agreement(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 recorder 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 requests that a copy of any notice of default an of any notice of sale hereafter 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 _____

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 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 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 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, with interest, 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 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.

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 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 therefor, 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 reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join 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 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."

11. The Assignment of Rents contained herein is absolute and is not intended to be a 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 for 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 at 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 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 hereby 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 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 a 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 this 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 pledgee 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 or 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 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 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	001079	Lassen	763	Riverside	042128	Solano	1997-00007622
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-G113793-00	Trinity	199700540
El Dorado	006751	Merced	4923	San Joaquin	97-014409	Tulare	97-007833
Fresno	97017640	Modoc	000390	San Luis Obispo	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	97-0363	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 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.