



United States Department of the Interior
OFFICE OF SURFACE MINING RECLAMATION AND ENFORCEMENT

MORTGAGE OR DEED OF TRUST

THIS INDENTURE, made and entered on this _____ day of _____, _____, between _____ herein referred to as the Grantor, the Office of Surface Mining Reclamation and Enforcement (OSM), United States Department of Interior, herein referred to as the Trustee, and the United States of America, herein referred to as the Beneficiary.

WITNESSETH: A first mortgage, first deed of trust or first-lien security granting OSM a security interest in the Real Property described below, with a right to sell or otherwise dispose of the property in the event of a forfeiture under 30 CFR §800.50, is hereby given to OSM as collateral by the Grantor. The OSM security interest in the property shall be in the amount of \$ _____ and shall be for the purpose of securing the cost of the Grantor's reclamation obligations under Permit No. _____.

(Description of Real Property covered by deed of trust.)

The above described real property, consisting of _____ acres in the aggregate, more or less, was conveyed to the Grantor, _____, by warranty deed from _____ as evidenced by being recorded in Book _____, Page _____ of _____, in the records of _____ County Clerk's Office.

To have and to hold said real estate to the Trustee in trust for the purposes hereinafter set forth.

The Grantor covenants with the Trustee that it is lawfully seized in fee simple of the real estate above conveyed, has full power, right and authority to convey same, that said real estate is free from all encumbrances, and that it will forever warrant and defend it and the legal title thereto against the lawful claims of all persons whomsoever.

The Grantor shall not sell or encumber any portion or interest of the real estate covered by the deed of trust.

The Grantor agrees to pay all taxes assessed on the real estate as they become due and owing and to adduce proof of the payment of same by providing Trustee with a copy of the paid receipt within thirty (30) days of paying of same.

The Grantor agrees not to commit waste of any sort.

This mortgage or deed of trust will be recorded in the appropriate office in the county in which the real property is located and will operate as a lien on that property in favor of the Trustee.

In the event the Grantor fails to comply with any of the foregoing conditions, then the Trustee shall be entitled to foreclose upon the real estate.

The conveyance is made in trust to the Trustee for the following uses and purposes and none other.

As a bond to secure reclamation under the Laws and Regulations of the United States Department of the Interior, Office of Surface Mining Reclamation and Enforcement under Application No. _____, Permit No. _____, in the amount of \$ _____.

In the event the bond secured hereby is forfeited, or in the event any of the covenants, undertakings or premise conditions set out herein be breached or not performed, then the Trustee shall, after giving notice of the time and place of sale by certified mail to Grantor, or by weekly publication in a newspaper published in _____ County, _____, at least twenty (20) days previous to said sale, and on the day and at the time and place designated in the notice, sell the property above conveyed at public auction to the highest bidder for cash in hand in bar of the right and equity of redemption, which is hereby waived and surrendered, and all other rights which Grantor might have in said property. The Trustee shall apply the proceeds from the sale as follows:

1. to the payment of all costs and expenses of the sale, including a fee of 10 percent to the trustee, which fee shall become absolutely due and payable whenever foreclosure is commenced;
2. to the reclamation of Permit No. _____ hereby secured and any taxes unpaid or that are a lien on the property at the date of the sale; and
3. the surplus, if any, to the Grantor.

The Grantor further agrees that in case of sale of the above-described property that it will at once become and be a tenant at will of the purchaser, and will surrender the possession thereof on demand. If such possessions be not given, then Grantor may be removed by a forcible and unlawful detainer action and the Grantor agrees to pay the purchaser the reasonable rental value of the property from the date of sale for as long as they shall be in possession thereof.

Any of the parties hereto my bid and become a purchaser at any sale hereunder.

The failure of the Trustee to have this deed of trust foreclosed immediately upon any default provided herein shall not be construed so as to preclude foreclosure at a later date for such default if same still exists at the time and shall not be construed so as to prevent foreclosure for similar subsequent default.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand at the place and on the date first above-written.

State of _____

County of _____

On this _____ day of _____, A.D. _____ before me personally appeared _____, to me known to be the _____ [President, Vice President, Secretary, Treasurer, or other authorized officer or agent, partner or owner as the case may be] of the corporation, partnership or sole proprietorship that executed the within and foregoing instrument, and acknowledged the said instrument to be a free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that, if the entity is a corporation, the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written: _____
Notary Public in and for the State residing at _____.

Paperwork Reduction Act Notice

We use the information required by this form to ensure that the requirements for posting an interest in real property as a collateral bond under 30 CFR 800.21 are met. You must provide the requested information to obtain a benefit (a collateral bond that relies upon real property). Under 30 CFR 842.16, the information collected is a matter of public record.

The time needed to complete this form and submit the requested information will vary depending on individual circumstances. We estimate that the average time will be 10.5 hours per response. This number includes the time spent reviewing instructions, learning about the regulations, gathering and maintaining information, and completing and reviewing the form. If you have comments concerning the accuracy of this estimate or suggestions for simplifying the form or instructions, you may write to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, 1849 C Street, NW, Room 4559, Washington, DC 20240.

Under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), you are not required to respond to, nor will you be subject to a penalty for a failure to comply with, a collection of information unless it displays a currently valid OMB control number.

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