

# INDIVIDUAL APPLICATION FOR GRIMES COUNTY BAIL BOND LICENSE

**Submit the Original Application to:**

1. Name: \_\_\_\_\_
2. Date of Birth: \_\_\_\_\_
3. Home Address: \_\_\_\_\_
4. Cell Telephone: (\_\_\_\_) \_\_\_\_\_
5. I am a citizen of the United States.  Yes  No
6. I am a resident of the State of Texas.  Yes  No
7. I am at least 18 years of age.  Yes  No
8. Name under which business will be conducted: \_\_\_\_\_  
If the business is conducted under an assumed name, a file marked copy of the Assumed Name Certificate is attached as *Exhibit "A."*  Yes  No
9. Street address where the business will be conducted: \_\_\_\_\_
10. Business Telephone: (\_\_\_\_) \_\_\_\_\_
11. Attached as *Exhibit "B"* is a photograph of myself.  Yes  No
12. Attached as *Exhibit "C"* is a copy of my fingerprints. (Not required for renewal)  Yes  No
13. Attached as *Exhibit "D"* is documentary evidence that, in the two years preceding the date this application was filed, I have been continuously employed by a person licensed under Texas Occupations Code Chapter 1704 for at least one year and for not less than 30 hours per week, excluding annual leave, and have performed duties that encompass all phases of the bonding business.  Yes  No
14. Attached as *Exhibit "E"* is documentary evidence that, in the two years preceding the date this application was filed, I have completed at least eight hours of continuing legal education in criminal law courses or bail bond law courses that are approved by the State Bar of Texas and that are offered by an accredited institution of higher education in the State of Texas.  Yes  No
15. Attached as *Exhibit "F"* are three (3) letters of recommendation written within thirty (30) days before the application submission date, each from a person who is reputable, who has known me for at least three (3) years, states that I have a reputation for honesty, truthfulness, fair dealing, and competency, and recommends that the Grimes County Bail Bond Board issue the license.  Yes  No

16. Attached as *Exhibit "G"* is a copy of my Texas Driver's License.  Yes  No

17. Attached as *Exhibit "H"* is a certified copy of my criminal history provided by the Texas Department of Public Safety on forms obtained from that office and I authorize the Grimes County Bail Bond Board to review my criminal history record and confirm that since August 27, 1973, I have not been finally convicted of a felony or misdemeanor involving moral turpitude.  Yes  No

18. Are you, or have you been, licensed in another county within the last ten (10) years under the Texas Occupations Code Chapter 1704?  Yes  No

If Yes, attached as *Exhibit "I"* is a list of each county in which I hold or have held a license within the last ten (10) years.

19. Are there any final judgments that have been unpaid for more than 30 days and that arose directly or indirectly from a bail bond executed by you as a surety or as an agent for a surety?  Yes  No

If Yes, attached as *Exhibit "J"* is a list of the final judgments.

20. Are you a named as a party in any pending lawsuit concerning matters other than bail bond liability?  Yes  No

If Yes, attached as *Exhibit "K"* is information identifying the litigation including the case number, court, jurisdiction where the litigation is pending, and parties.

If Yes, attached as *Exhibit "L"* is a copy of the unpaid final judgments against me.

21. Have you ever been denied a bail bond surety license or had a license suspended or revoked in the State of Texas?  Yes  No

If Yes, attached as *Exhibit "M"* is the statement detailing the county, date, and reason for the denial, suspension, or revocation.

22. I possess the financial resources required to comply with Section 1704.160 of the Texas Occupations Code as evidenced by the complete sworn financial statement attached as *Exhibit "N."*  Yes  No

23. If the application is approved, I shall deposit with the Grimes County Treasurer the cash value of certificate(s) of deposit or a cashier's check in an amount of \$ \_\_\_\_\_ (at least \$50,000) and will execute and provide an Assignment of Security for Bail Bond Collateral and a Financial Institution Acknowledgement in the form attached as Exhibit "O."  Yes  No

24. If the application is approved, I shall convey nonexempt real property with a value of \$ \_\_\_\_\_ in trust to the Grimes County Bail Bond Board and complete *Exhibit "P."*  Yes  No

25. Name of Spouse (if applicable): \_\_\_\_\_

26. This application is submitted with a nonrefundable fee of \$500.00.  Yes  No

**APPLICANT’S OATH**

I certify under oath that:

- I have personally read and reviewed this application and Exhibits “A” thru “P”; and
- The information included in this application and Exhibits “A” thru “P” is within my personal knowledge or was obtained from a due diligence review of available information; and
- The information included in this application and Exhibits “A” thru “P” is true, complete, and correct without misrepresentations or omissions; and
- I, and each of my employees, will comply with the Texas Occupations Code Chapter 1704 and the Local Rules of the Grimes County Bail Bond Board; and
- I request and authorize the Grimes County Bail Bond Board, or its designee, to take any and all actions reasonably necessary to confirm the information included in the application and Exhibits “A” thru “P”; and
- I request and authorize any person, each former employee or employer, or any corporation referred to in the application and Exhibits “A” thru “P” to give any information and answer all questions asked concerning this application as deemed necessary by the Grimes County Bail Bond Board, or its designee, in the investigation of this application.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name of Applicant

Sworn to and signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

# EXHIBIT "A"

## ASSUMED NAME CERTIFICATE

# **EXHIBIT “B”**

## **PHOTOGRAPH**

# **EXHIBIT “C”**

## **FINGERPRINTS**

**(NOT REQUIRED FOR GRIMES COUNTY LICENSE RENEWAL)**

# EXHIBIT "D"

## STATEMENT OF PRIOR EMPLOYMENT

In the two years preceding the date of this application, I \_\_\_\_\_ have been continuously employed by a person licensed under Chapter 1704 of the Texas Occupations Code for at least one year and for not less than 30 hours per week, excluding annual leave, and have performed duties that encompass all phases of the bonding business.

The date of my continuous employment by a person licensed under Chapter 1704 of the Texas Occupation Code is from \_\_\_\_\_ through \_\_\_\_\_.

The name, address, and telephone number of the company where I have been continuously employed by a person licensed under Chapter 1704 of the Texas Occupations Code for the time period stated above is:

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

Telephone Number of Company: (\_\_\_\_) \_\_\_\_\_

# EXHIBIT "E"

## STATEMENT OF CONTINUING LEGAL EDUCATION

I \_\_\_\_\_ have completed in person at least eight (8) hours of continuing legal education in criminal law courses or bail bond courses that are approved by the State of Bar of Texas and that are offered by an accredited institution of higher education in the state.

Specifically, I have completed the following course:

Name of Course: \_\_\_\_\_

Total Hours of Course: \_\_\_\_\_

Date Course Completed: \_\_\_\_\_

Attached is a copy of the certification of completion of the above course.

# EXHIBIT "F"

## LETTER OF RECOMMENDATION (FORM)

On behalf of:

\_\_\_\_\_  
Applicant

Date: \_\_\_\_\_

To the Grimes County Bail Bond Board Members:

I have known the above referenced Applicant for at least three years. During this time that I have known the Applicant I have found Applicant to have a reputation of honesty, truthfulness, fair dealing, and competency.

I recommend that the Applicant be approved for a bail bond license.

\_\_\_\_\_  
Reference's Signature

\_\_\_\_\_  
Reference's Printed Address

\_\_\_\_\_  
Reference's Printed Name

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Relationship to Applicant

\_\_\_\_\_  
Reference's Phone number, with Area Code

# EXHIBIT "G"

## TEXAS DRIVER'S LICENSE

# **EXHIBIT “H”**

## **CRIMINAL HISTORY RECORD FROM DPS**



# EXHIBIT "J"

## UNPAID FINAL JUDGMENTS - BAIL BOND LIABILITY

As of the date of this application there are final judgment(s) that remain unpaid for more than thirty (30) and arose directly or indirectly from a bail bond executed by me as a surety or as an agent for a surety. A copy of each outstanding, unsatisfied final judgment is attached.

| COUNTY | COURT | CASE # | DEFENDANT'S NAME | JUDGMENT DATE | LIABILITY AMOUNT |
|--------|-------|--------|------------------|---------------|------------------|
|        |       |        |                  |               |                  |
|        |       |        |                  |               |                  |
|        |       |        |                  |               |                  |
|        |       |        |                  |               |                  |
|        |       |        |                  |               |                  |
|        |       |        |                  |               |                  |
|        |       |        |                  |               |                  |
|        |       |        |                  |               |                  |
|        |       |        |                  |               |                  |
|        |       |        |                  |               |                  |

TOTAL NUMBER OF FINAL JUDGMENTS: \_\_\_\_\_

TOTAL AMOUNT OF LIABILITY: \_\_\_\_\_

# EXHIBIT “K”

## STATEMENT REGARDING LITIGATION – OTHER THAN BAIL BOND LIABILITY

As of the date of this application I am a named party in the pending lawsuits listed below.

| COUNTY OR OTHER JURISDICTION | COURT | CASE # | PLAINTIFF’S NAME | DEFENDANT’S NAME |
|------------------------------|-------|--------|------------------|------------------|
|                              |       |        |                  |                  |
|                              |       |        |                  |                  |
|                              |       |        |                  |                  |
|                              |       |        |                  |                  |
|                              |       |        |                  |                  |
|                              |       |        |                  |                  |

# **EXHIBIT “L”**

## **UNPAID FINAL JUDGMENTS – OTHER THAN BAIL BOND LIABILITY**

A copy of each unpaid final judgment against me, other than for bail bond liability, is attached.

# EXHIBIT "M"

## STATEMENT OF DENIAL, SUSPENSION, OR REVOCATION

As of the date of this application I have been denied a bail bond surety license or had a bail bond surety license suspended or revoked as stated below:

| COUNTY | DATE | ACTION<br>(DENIAL, SUSPENSION OR REVOCATION) | REASON |
|--------|------|--|--------|
|        |      |  |        |
|        |      |  |        |
|        |      |  |        |
|        |      |  |        |
|        |      |  |        |

# EXHIBIT "N"

## SWORN FINANCIAL STATEMENT

**TO: THE GRIMES COUNTY BAIL BOND BOARD**

**PERSONAL FINANCIAL STATEMENT OF \_\_\_\_\_ AS OF -  
\_\_\_\_\_, 20\_\_\_\_**

Submitted to the Grimes County Bail Bond Board as part of an application to write Bail Bonds as required by the Local Rules of Grimes County.

**SECTION 1: INDIVIDUAL INFORMATION**

|                          |                 |
|--------------------------|-----------------|
| Name:                    |                 |
| Residence Address:       |                 |
| City, State, Zip:        |                 |
| Position or Occupation:  |                 |
| Business Name:           |                 |
| Business Address:        |                 |
| City, State, Zip:        |                 |
| Residence Phone:         | Business Phone: |
| Social Security Number:  | Date of Birth:  |
| Driver's License Number: | State:          |

Attach extra pages if needed to complete any section

**SECTION 2: BALANCE SHEET**

**ASSETS (Omit Cents)**

|  |                   |       |           |
|--|-------------------|-------|-----------|
| Cash (Schedule 1)                                  |                   |       |           |
| Securities (Schedule 2)                            | Marketable (a)    |       |           |
|  | Nonmarketable (b) |       |           |
| Notes and Accounts Receivable                      |                   |       |           |
| Professional Accounts Receivable                   |                   |       |           |
| Real Estate (Schedule 3)                           | Wholly-Owned      |       |           |
|  | Homestead         |       |           |
|  | Partial Interest  |       |           |
| Cash Surrender Value of Life Insurance (Section 4) |                   |       |           |
| Autos:   | Year:             | Make: | Value:    |
|  | Year:             | Make: | Value:    |
|  | Year:             | Make: | Value:    |
| Oil Interest/Production Leases                     |                   |       |           |
| Personal Property - Household, Etc.                |                   |       |           |
| Other Assets (Itemize)                             |                   |       |           |
|  |                   |       |           |
|  |                   |       |           |
|  |                   |       |           |
|  |                   |       |           |
|  |                   |       |           |
| <b>Total Assets</b>                                |                   |       | <b>\$</b> |

**LIABILITIES (Omit Cents)**

|   |                  |           |
|---|------------------|-----------|
| Notes Payable to Banks (Schedule 4)           | Secured          |           |
|   | Unsecured        |           |
| Other Accounts and Notes Payable (Schedule 4) | To Relatives     |           |
|   | To Others        |           |
| Outstanding Credit Card Balances              |                  |           |
| Owing on Real Estate (Schedule 3)             | Wholly-Owned     |           |
|   | Homestead        |           |
|   | Partial Interest |           |
| Taxes Owing                                   | Income Taxes     |           |
|   | Other Taxes      |           |
| Other Liabilities (Itemize)                   |                  |           |
|   |                  |           |
|   |                  |           |
|   |                  |           |
|   |                  |           |
|   |                  |           |
| <b>Total Liabilities</b>                      |                  |           |
| Net Worth                                     |                  |           |
| <b>Total Liabilities and Net Worth</b>        |                  | <b>\$</b> |

**SECTION 3: CONTINGENT LIABILITIES**

|                                  |  |
|----------------------------------|--|
| As Endorser                      |  |
| As Guarantor                     |  |
| On Leases or Contracts           |  |
| Legal Claims or Judgments        |  |
| Provision for Federal Income Tax |  |

|  |  |
|--|--|
| Other (Itemize)  |  |
| Have you ever made a composition settlement or taken bankruptcy? If Yes, |  |
| Explain:   |  |
|  |  |

**SECTION 4: LIFE INSURANCE AND ANNUITIES (Including employer provided)**

| COMPANY       | FACE AMOUNT | BENEFICIARY | CASH VALUE | POLICY LOAN | NETCASH VALUE | INSURED | PLEGDED? YES or NO |
|---------------|-------------|-------------|------------|-------------|---------------|---------|--------------------|
|               |             |             |            |             |               |         |                    |
|               |             |             |            |             |               |         |                    |
|               |             |             |            |             |               |         |                    |
| <b>TOTALS</b> |             |             |            |             |               |         |                    |

**SECTION 5: SCHEDULES**

**SCHEDULE 1: CASH IN BANKS AND OTHER INSTITUTIONS**

| NAME AND LOCATION | TYPE OF ACCOUNT | BALANCE (\$) |
|-------------------|-----------------|--------------|
|                   |                 |              |
|                   |                 |              |
|                   |                 |              |
| <b>TOTAL</b>      |                 | \$           |

**SCHEDULE 2a: SECURITIES-MARKETABLE (i.e., GOVERNMENT ISSUES, LISTED SECURITIES)**

| Face Value of Bond or No of Stock Shares | Description of Security | Stock Exchange | Total Cost | Present Market Value | Income Received Last Year | Registered to Whom | If Pledged, To Whom |
|--|-------------------------|----------------|------------|----------------------|---------------------------|--------------------|---------------------|
|  |                         |                |            |                      |                           |                    |                     |
|  |                         |                |            |                      |                           |                    |                     |
|  |                         |                |            |                      |                           |                    |                     |
|  |                         |                |            |                      |                           |                    |                     |
|  |                         |                |            | \$                   |                           |                    |                     |

**SCHEDULE 2b: SECURITIES-NONMARKETABLE (i.e., CLOSELY HELD FIRMS)**

| Face Value of Bond or No. of Stock Shares | Description of Security | Total Cost | Present Market Value | Income Received Last Year | Registered to Whom | If Pledged, To Whom |
|---|-------------------------|------------|----------------------|---------------------------|--------------------|---------------------|
|   |                         |            |                      |                           |                    |                     |
|   |                         |            |                      |                           |                    |                     |
|   |                         |            |                      |                           |                    |                     |
|   |                         |            |                      |                           |                    |                     |

**SCHEDULE 3: REAL ESTATE.** The legal and equitable title to all real estate listed in this statement is solely in the name of the undersigned, unless noted:

| Description or Street Number | Date Acquired (MM/DD/YY) | Improvements Consist of | Mortgage or Lien Holder | Purchase Price | Current Debt Outstanding | Present Market Value |
|------------------------------|--------------------------|-------------------------|-------------------------|----------------|--------------------------|----------------------|
|                              |                          |                         |                         |                |                          |                      |
|                              |                          |                         |                         |                |                          |                      |
|                              |                          |                         |                         |                |                          |                      |

**SCHEDULE 4: NOTES PAYABLE:**

| Holder's Name and Location | Original Commitment Amount | Date Opened (MM/DD/YY) | Current Balance | Maturity Date (MM/DD/YY) | Collateral |
|----------------------------|----------------------------|------------------------|-----------------|--------------------------|------------|
|                            |                            |                        |                 |                          |            |
|                            |                            |                        |                 |                          |            |
|                            |                            |                        |                 |                          |            |

I \_\_\_\_\_ do hereby acknowledge that this personal financial statement is being prepared for the purpose of submitting to the Grimes County Bail Bond Board an application for an original license or renewal of a license to write bail bonds in Grimes County, Texas and that any false statement may be grounds for the Grimes County Bail Bond Board to refuse to grant me a license to write bail bonds or upon which the Board may suspend or revoke my license to write bail bonds or refuse to renew my license.

I \_\_\_\_\_ on oath and under the penalties of perjury do hereby swear that the forgoing is a true, complete, and accurate financial statement as of this date.

I \_\_\_\_\_ give my permission for this financial statement to be released to the designated person(s) assigned by the Grimes County Bail Bond Board to investigate any and all information provided in the financial statement. The authorized person(s) designated will have a letter of authority issued by the Grimes County Bail Bond Board to be in effect until final action is taken by the Grimes County Bail Bond Board on the application for a license or for a renewal.

\_\_\_\_\_  
License Applicant's Signature

Date: \_\_\_\_\_

SWORN to and SIGNED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

I \_\_\_\_\_, the spouse of \_\_\_\_\_,  
the License Applicant, on oath and under the penalties of perjury do hereby swear that the forgoing is a true,  
complete and accurate financial statement as of this date.

I \_\_\_\_\_ give my permission for this financial statement to  
be released to the designated person(s) assigned by the Grimes County Bail Bond Board to investigate  
any and all information provided in the financial statement. The authorized person(s) designated will  
have a letter of authority issued by the Grimes County Bail Bond Board to be in effect until final action  
is taken by the Grimes County Bail Bond Board on the application for a license or for a renewal.

\_\_\_\_\_  
License Applicant's Spouse's Signature

Date: \_\_\_\_\_

SWORN to and SIGNED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

# EXHIBIT "O"

## ASSIGNMENT OF SECURITY FOR BAIL BOND COLLATERAL

### GRIMES COUNTY SURETY ASSIGNMENTS for PROPERTY BONDSMAN

Please **print** the information below.

|               |                                 |                                   |
|---------------|---------------------------------|-----------------------------------|
| ASSIGNOR NAME | ASSIGNOR BAIL BOND COMPANY NAME | ASSIGNOR BAIL BOND LICENSE NUMBER |
| CD NUMBER     | CD AMOUNT                       | CD DATE                           |
| CD BANK NAME  | CD BANK ADDRESS                 |                                   |

### ASSIGNMENT OF CERTIFICATE OF DEPOSIT

The holder (cited above) hereinafter called "Assignor", does hereby assign and set over to the Treasurer of Grimes County, Texas, all right and title, of whatever nature, of Assignor, in and to the insured account cited above of Assignor, evidenced by a certificate of deposit / time deposit as cited above. Assignor agrees that this assignment carries with it the right to the assurance of the amount by the FDIC and includes and gives the right to the Treasurer of Grimes County to present for payment the certificate of deposit / time deposit cited above if the Assignor fails to pay a final judgment on a forfeiture of a bail bond executed by the Assignor in Grimes County not later than the 30<sup>th</sup> day after the date of the final judgment, as required by the Texas Occupations Code Chapter 1704. The requirements to release all collateral to the bond company shall be as follows; [a] after all forfeitures, outstanding sureties, or any monies owed to Grimes County are paid, [b] the Assignor ceases to engage in the bonding business in Grimes County, [c] ceases to maintain the license number cited above, upon approval by the Grimes County Bail Bond Board, all remaining funds pledged to the Grimes County shall be released. This assignment is valid as to all renewals of said certificate of deposit / time deposit. The certificate of deposit / time deposit becomes the property of the Grimes County Treasurer if not renewed.

### RECEIPT FOR NOTICE OF ASSIGNMENT

Receipt (by the bank cited above) is hereby acknowledged to the Treasurer of Grimes County, Texas, of written notice of the assignment to said Treasurer of the certificate of deposit / time deposit number cited. The bank has ***noted in our records the importance of the certificate of deposit / time deposit as shown by this assignment and shall not release the same without the approval of the Treasurer.*** We certify that we have received no notice of any lien, encumbrance, hold, claim or obligation of the referenced certificate of deposit / time deposit prior to the assignment to the Treasurer of Grimes County. We agree to make payment by mail upon request by the Treasurer of Grimes County, Texas to the Treasurer, pursuant to the Texas Occupations Code Chapter 1704. We agree that this certificate of deposit / time deposit and the renewals thereof are excluded from any claim of set off or other claim arising from any debt owed to the Bank by the Assignor. This lien on the certificate of deposit / time deposit is valid until released in writing by the Grimes County Bail Bond Board. The certificate of deposit / time deposit becomes the property of the Grimes County Treasurer if not renewed. The Bank will not alter the original structure of the certificate of deposit / time deposit nor add an addendum to the deposit agreement without the written consent of the Grimes County Bail Bond Board.

The Bank agrees that any litigation involving this certificate of deposit / time deposit will be governed by the laws of the State of Texas and will have as venue Grimes County, Texas.

**Assignor agrees not to encumber this certificate of deposit / time deposit in any way. Assignor hereby notifies the above- named bank of the assignment.**

\_\_\_\_\_  
ASSIGNOR/SURETY SIGNATURE

\_\_\_\_\_  
**PRINTED** NAME AND TITLE OF BANK OFFICER

\_\_\_\_\_  
**SIGNATURE** OF BANK OFFICER

\_\_\_\_\_  
**PRINTED** NAME AND TITLE OF WITNESS

\_\_\_\_\_  
**SIGNATURE** OF WITNESS

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

*Affix Notarial Seal*

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_

and the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# EXHIBIT “P”

## REAL PROPERTY DOCUMENTATION

**This Exhibit shall include the following attached documentation:**

- Legal description of the property sufficient to convey the property by general warranty deed.
- Current statements for each taxing unit authorized to impose taxes on the property showing that there is no outstanding tax liability or lien against the property.
- A current appraisal of the property’s net value made by a real estate appraiser who is a member in good standing of nationally recognized professional appraiser society or trade organization; or a statement of the property’s net value from the county’s most recent appraisal district appraisal.
- A photograph of the property.
- A proposed Deed of Trust in the attached form approved by the Grimes County Bail Bond Board.
- A statement of whether the applicant is married and, if the applicant is married, a sworn statement from the applicant’s spouse agreeing to transfer to the Grimes County Bail Bond Board, as a part of the trust, any right, title, or interest that the spouse may have in the property.
- A statement agreeing to -
  - keep all taxes paid on the property while it remains in trust, and to provide proof of payment of all taxes on the anniversary of the granting of the application or upon demand of the Grimes County Bail Bond Board
  - not further encumber the property without notifying and obtaining written permission of the Grimes County Bail Bond Board
  - maintain insurance on any improvements on the property against damage or destruction in the full amount of the value claimed for the improvements
  - name the Grimes County Bail Bond Board as the beneficiary of the insurance on the improvements, and to provide proof of insurance on the anniversary of the granting of the application, or upon request of the Board
- A Non-Homestead Affidavit and Designation of Homestead in the attached form as approved by the Grimes County Bail Bond Board.

# DEED OF TRUST

**TERMS:**

Date: \_\_\_\_\_, 20\_\_

Grantor(s): \_\_\_\_\_

Grantor's Mailing Address: \_\_\_\_\_

Trustee: Chairman of the Grimes County Bail Bond Board

Trustee's Mailing Address: c/o Grimes County Treasurer

Bondholder:

Bondholder's Mailing Address: Grimes County Bail Bond Board

c/o Grimes County Treasurer

Bond(s):

All present and future Bail Bonds issued by Grantor in Grimes County, Texas to Bondholder.

Grantor is pledging \$ \_\_\_\_\_ of the appraised value of \$ \_\_\_\_\_ of the pledged property.

Property (including any improvements):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prior Lien: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other Exceptions to Conveyance and Warranty:

This conveyance is subject to all valid building and use restrictions, easements and right-of-way of record, visible or apparent, if any, and valid reservations of oil, gas and other mineral interests, if any.

For value received and to secure payment of the Bond(s), Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the other Exceptions to Conveyance and Warranty. When Grantor ceases issuing bonds in Grimes County and upon payment of the Bond(s) and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Bondholder will release it at Grantor's expense.

## **CLAUSES AND COVENANTS**

### **A. Grantor's Obligations (Applicant)**

Grantor agrees to:

1. Keep the Property in good repair and condition;
2. Pay all taxes and assessments on the property before delinquency;
3. Defend title to the property subject to the other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. Maintain, in a form acceptable to Bondholder, an insurance policy that:
  - a. Covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Bondholder approves a smaller amount in writing;
  - b. Contains an 80.0% co-insurance clause;
  - c. Provides fire and extended coverage, including windstorm clause;
  - d. Protects Bondholder with a standard mortgage clause;
  - e. Provides flood insurance at any time the Property is in a flood hazard area; and
  - f. Contains such other coverage as Bondholder may reasonably require;
5. Comply at all times with the requirements of the 80.0% co-insurance clause;
6. Deliver the insurance policy to Bondholder within 10 days of the date of this deed of trust and deliver renewals to Bondholder at least 15 days before expiration;
7. Obey all laws, ordinances, and restrictive covenants applicable to the Property;
8. Keep any buildings occupied as required by the insurance policy; and
9. If the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments.

### **B. Bondholder's Rights (Bail Bond Board)**

1. Bondholder may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. Bondholder may, from any proceeds received under the insurance policy, either (1) retain the proceeds as a cash bond or (2) repair or replace damaged or destroyed improvements covered by the policy.
3. If the Grantor fails to perform any of Grantor's obligations, Bondholder may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the lesser of 18.0% per annum or the maximum rate allowed by law. The amount to be reimbursed will be secured by this deed of trust.

4. If a final judgment forfeiting a Bond is entered against the Grantor and Grantor fails to pay the amount of the final judgment, or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Bondholder may –
  - a. Direct Trustee to foreclose this lien, in which case Bondholder or Bondholder's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
  - b. Purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the amount of the final judgment.
5. Bondholder may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

**C. Trustee's Rights and Duties (Board Chair or designee)**

If directed by Bondholder to foreclose the lien, Trustee will -

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. Sell and convey all or part of the property "as is" to the highest bidder for cash with a general warranty binding Grantor, subject to the prior lien and to other exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee:
3. From the proceeds of the sale, pay, in this order:
  - a. Expenses of foreclosure, including a reasonable commission to Trustee;
  - b. To Bondholder, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. Any amounts required by law to be paid before payment to Grantor; and
  - d. To Grantor, any balance; and
4. Be indemnified by Bondholder against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

**D. General Provisions**

1. If any of the property is sold under this deed of trust, Grantor must immediately surrender Possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if (i) the maturity date for the Bond(s) is dated after the date hereof or (ii) part of the property is released.
5. Grantor assigns the Bondholder all amount payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Bondholder will either release any remaining amounts to Grantor or hold such amount as a

- cash bond. Bondholder will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Bondholder notice of any actual or threatened proceedings for condemnation of all or part of the property.
6. Grantor assigns to Bondholder absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Bondholder's licensee collect rent and other income and receipts as long as the Grantor is not in default under any Bond(s) or this deed of trust. If Grantor defaults in payment of any Bond(s) or performance of this deed of trust, Bondholder may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the property and collect all rent and other income and receipts. Bondholder neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Bondholder may apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Bondholder's rights and remedies and then to Grantor's obligations under the Bond(s) and this deed of trust in the order determined by Bondholder. Bondholder is not required to act under this paragraph, and acting under this paragraph does not waive any of Bondholder's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Bondholder's filing a proof of claim in bankruptcy will be determined equivalent to the appointment of a receiver under Texas law.
  7. Interest on the debt secured by this deed of trust will not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
  8. At least 15 days before taxes and assessments on the property become delinquent, Grantor agrees to furnish Bondholder evidence satisfactory to Bondholder that all taxes and assessments on the property have been paid.
  9. When the context requires, singular nouns pronouns include the plural.
  10. The term Bond(s) includes all present and future Bond(s) issued by Grantor to Bondholder and all amounts secured by this deed of trust.
  11. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
  12. Grantor and each surety, endorser, and guarantor of the Bond(s) waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
  13. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Bondholder's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
  14. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
  15. Grantor represents that this deed of trust is given to secure all Bond(s) presently issued to Bondholder and which may be issued to Bondholder in the future.

\_\_\_\_\_  
License Applicant/Grantor Signature

Date: \_\_\_\_\_

SWORN to and SIGNED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
License Applicant/Grantor's Spouse's Signature

Date: \_\_\_\_\_

SWORN to and SIGNED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

**NON-HOMESTEAD AFFIDAVIT AND DESIGNATION OF HOMESTEAD  
(SINGLE APPLICANT)**

STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority in and for the State of Texas, on this day personally appeared \_\_\_\_\_ who, after being duly sworn, deposes and says:

My name is \_\_\_\_\_. I am \_\_\_\_\_ years of age.

Affiant does not now reside upon, use in any manner, nor claim as a business or residence homestead, nor has any present intention of ever in the future residing upon, using or claiming as either a business or residence homestead, the following described property. Affiant hereby renounces and disclaims any homestead right, interest or exemption in such property, to-wit: (describe pledged property): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant now resides upon, use and claim as his or her legal homestead the following described property, to-wit (describe homestead property): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which said last described property is improved with a dwelling house, is amply sufficient as a residence homestead for Affiant, and the fee simple title to which is vested in Affiant. Affiant hereby sets apart and designates the said last described property as the homestead to which he or she is entitled, under the Constitution and Laws of the State of Texas, exempt from forced sale, and Affiant further declares that said property last described is all of the property and the only property to which he or she is now entitled as a homestead exempt from forced sale.

That this affidavit and designation is made to induce the Grimes County Bail Bond Board to grant or renew a license, or to increase the collateral related to such license, to operate as a bail bond surety for the execution of bail bonds secured by a deed of trust upon the property first described above.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
License Applicant Signature

Date: \_\_\_\_\_

SWORN to and SIGNED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

**NON-HOMESTEAD AFFIDAVIT AND DESIGNATION OF  
HOMESTEAD (MARRIED APPLICANT)**

STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority in and for the State of Texas, on this day personally appeared \_\_\_\_\_ who, after being duly sworn, deposes and says:

Neither of them now resides upon, uses in any manner, nor claims as either a business or residence homestead, nor has any present intention of ever in the future residing upon, using or claiming as either a business or residence homestead, the following described property. Each hereby renounces and disclaims any homestead right, interest or exemption in such property, to-wit: (describe pledged property): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

That they now reside upon, use and claim as their legal homestead the following described property, to-wit (describe homestead property): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which said last described property is improved with a dwelling house, is amply sufficient as a residence homestead for them, and the fee simple title to which is vested in them. They hereby set apart and designate the said last described property as the homestead to which their family is entitled, under the Constitution and Laws of the State of Texas, exempt from forced sale, and they further declare that said property last described is all of the property and the only property to which they are now entitled as a homestead exempt from forced sale.

That this affidavit and designation is made to induce the Grimes County Bail Bond Board to grant or renew a license, or to increase the collateral related to such license, to operate as a bail bond surety for the execution of bail bonds secured by a deed of trust upon the property first described above.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
License Applicant Signature

Date: \_\_\_\_\_

SWORN to and SIGNED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
License Applicant's Spouse's Signature

Date: \_\_\_\_\_

SWORN to and SIGNED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_