



RANDALL COUNTY BAIL BOND BOARD

APPLICATION FOR LICENSE - INDIVIDUAL

INSTRUCTIONS

1. Complete the application by filling in all the blanks and attaching all required documents. You should read and be familiar with the requirements of the law regulating bail bond sureties, Texas Occupations Code Chapter 1704.
2. Submit an original plus 4 copies. All must be securely bound, either spiral-bound or contained in a three-ring binder. Attachments must be included. Identifying information (date of birth, social security number and account numbers) may be redacted from the copies.
3. All applications must be submitted with the application fee of \$500.00. Checks should be made payable to the Randall County Bail Bond Board.
4. Submit applications to the **Randall County Treasurers' Office, 501 16th Street, Suite 201, Canyon, TX 79015.**
5. Submit a letter requesting the application be put on the agenda for the next regularly scheduled board meeting. Applications must be submitted no later than seven (7) days prior to the meeting to be timely received for inclusion on the board's agenda.
6. If you are submitting an application for license renewal, you must file the **application no later than the 31st day before** the license expiration date. For further information, see Occupations Code 1704.162. It is the responsibility of the license holder to apply for a renewal. If a renewal application is not timely filed and the current license expires, the license holder shall not execute any bail bond until a new license is issued.



REQUIRED ATTACHMENTS CHECK LIST

- _____ 1. **One (1) Original and Four (4) Bound Copies of Application**
- _____ 2. **\$500.00 Application Fee**
- _____ 3. **Letter Requesting Application Be Placed on Next Meeting Agenda**
- _____ 4. **Assumed Name Certificate**
A completed assumed name certificate ready for filing shall be submitted with the original application or a copy of a recorded assumed name certificate shall be submitted with a renewal.
- _____ 5. **Final Judgments** (form provided)
A statement, as of the date of the application, of 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.
- _____ 6. **Sworn Financial Statement of Applicant** (form provided)
A financial statement listing all assets and liabilities.
- _____ 7. **Authorization of Release** (form provided)
An Authorization of Release form allowing the sheriff or his designee to investigate the information contained in the financial statement.
- _____ 8. **Declaration of Compliance of Rules and Regulations** (form provided)
A declaration that you will comply with the laws regulating bail bond sureties as contained in the Texas Occupations Code Chapter 1704, and the Rules and Regulations of the Randall County Bail Bond Board.
- _____ 9. **Three (3) Letters of Recommendation for Applicant**
Letters of recommendation from three (3) reputable persons who have known the agent for a period of at least three (3) years shall be submitted with new applications only. Each letter shall recommend you as having a reputation for honesty, truthfulness, fair dealing, and competency and shall recommend that the license be granted.
- _____ 10. **Photograph of the Applicant**

- _____ 11. **Fingerprints of the Applicant**
 A set of fingerprints of the applicant or agent taken by an employee of the Randall County Sheriff's Office or otherwise approved by the Randall County Sheriff's Office. If this is a renewal, attach copies of prints made for the original application.
- _____ 12. **Cash Security**
- _____ A) A copy of Certificate of Deposit pledged as security.
- _____ B) An "Assignment of Security" signed by the financial institution.
 (form provided)
- _____ 13. **Real Property Security**
 For each parcel listed
- _____ A) **Legal Description of Property**
 A legal description equivalent to the description required to convey the property by general warranty deed..
- _____ B) **Photograph of Property**
 A current color photograph of each parcel.
- _____ C) **Current Tax Statement**
 Current statement from each taxing unit with power to assess or collect taxes against the property indicating that there are no outstanding tax liens against the property.
- _____ D) **Property Appraisal**
 Valuation of the property according to the current appraisal made by the tax appraisal district or appraisal made within the last 12 months by a real estate appraiser who is a member in good standing of a nationally recognized professional appraiser society or trade organization that has an established code of ethics, education program, and professional certification program.
- _____ E) **Statement of Agreement to Pay Taxes**
 A statement agreeing to pay all taxes on the property while it is in trust.
- _____ F) **Deed of Trust** (form provided)
 A proposed deed of trust for each parcel
- _____ G) **Copy of Insurance or Policy Renewal**
 An agreement to keep current the insurance on any improvement on the property against any damage while the property remains in trust, in the full value claimed for improvement, showing the board as beneficiary.
- _____ H) **Non-Homestead Affidavit & Designation of Homestead** (form provided)
 A form stating that secured property will not be claimed as a homestead after a license renewal or increase in collateral is granted by the board.

_____ **l) Transfer by Spouse**

A sworn statement from your spouse agreeing to transfer to the board any right or interest that your spouse may have in the property.

_____ 14. **Evidence of Prior Employment of Agent** (New applicants)

Documentary evidence that, in the two years preceding the date a license application is filed, you have been continuously employed by a person licensed under this chapter 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.

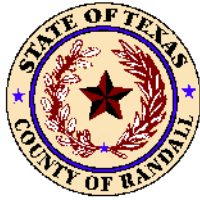
_____ 15. **Continuing Legal Education Certificate of Agent**

A certificate showing completion within the past two years of 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.

THIS FORM IS TO BE COMPLETED AND INCLUDED IN THE PACKET WHEN YOUR APPLICATION IS TURNED IN. DO NOT TURN IT IN IF IT IS NOT COMPLETE. BY SIGNING THIS YOU ARE STATING THAT THIS APPLICATION IS COMPLETE.

SIGNATURE OF APPLICANT

DATE



RANDALL COUNTY BAIL BOND BOARD APPLICATION FOR LICENSE - INDIVIDUAL

For Renewals: License #: _____ Date License Expires: _____

1. Full Name of Applicant: _____

Any other names by the applicant: _____

Age: _____ Is the Agent a United States Citizen? YES____NO____

Home Address: _____

Home Telephone: _____ Cell phone: _____

Driver's License/I.D. Card No.: _____ Social Security Number: _____

Is Applicant Married? YES__NO__ Name of Spouse: _____

2. D/B/A or Name under which this bonding company will be or is being conducted:

Street Address: _____ Zip: _____

Mailing Address (If different): _____ Zip: _____

Business Telephone Number: _____ Business Taxpayer ID number: _____

3. Home Street Address of Applicant _____ Zip: _____

Mailing Address (If different): _____ Zip: _____

Home Phone: _____ Cell Phone: _____

4. Has the applicant ever been convicted of a misdemeanor involving moral turpitude or a felony

after August 27, 1973? YES ____ NO ____

If yes, give the offense, county and date of conviction: _____

5. Is the Applicant licensed in any other counties? YES ____ NO ____
(List counties – Max 9)

1. _____ 2. _____

3. _____ 3. _____

4. _____ 5. _____

6. _____ 7. _____

8. _____ 9. _____

6. Has the applicant ever been denied a bail bond surety license, or had a license suspended or revoked, in the State of Texas? YES ____ NO ____

If yes, explain (County, Date, and Reason): _____

7. is there any civil litigation pending against the applicant? YES ____ NO ____

If yes, explain: _____

8. State the nature and value of security Applicant intends to pledge to the board:

A. Total Value: \$ _____

	<u>FORM OF DEPOSIT</u>	<u>VALUE</u>
Cash		\$ _____
Certificate of Deposit		\$ _____
Cashiers Check		\$ _____
Property (List Below)		\$ _____

1. _____ \$ _____

2. _____ \$ _____

SIGNATURE OF APPLICANT

DATE

SWORN AND SUBSCRIBED before me, a Notary Public in and for the State of Texas, on this
_____ day of _____, 20_____.

SEAL

Notary Public, State of Texas



PERSONAL FINANCIAL STATEMENT

Name _____

Address _____

Business or Occupation _____

Date of Birth * _____ SSN number * _____

Married _____ Unmarried _____ Separated _____ No. of Dependents _____

To the Randall County Bail Bond Board:

For the purpose of obtaining a bail bond surety license, I submit to you the following statement of my financial condition on _____, 20____.

I will notify you in writing of any material unfavorable change in my financial condition. In the absence of such notice, you may consider this a continuing statement and substantially correct.

The letter of authorization enclosed with this financial statement authorizes the assigned person, appointed by the RCBBB, to investigate the information provided.

I understand that all required information that is marked with "*" on this form must be submitted on the original financial statement but may, if desired, be omitted from all copies, and that the original form will be kept in a secure location in the Treasurer's Office.

THE PENALTY FOR MISREPRESENTING INFORMATION ON THIS STATEMENT WILL BE DENIAL OF A BAIL BOND SURETY LICENSE. WITH KNOWLEDGE OF THIS PENALTY, I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THIS FINANCIAL STATEMENT AND THE ATTACHED SCHEDULES IS TRUE AND CORRECT AT THE ABOVE STATED DATE.

Witness

Signature

Date

ASSETS (Omit Cents)

Securities Stocks and Bond	
Cash in Banks (See Schedule 1)	
Accounts Receivable (See Schedule 2)	
Notes Receivable (See Schedule 2)	
Automobiles (See Schedule 3)	
Real Estate Owned (See Schedule 4)	
Other Personal Property	
Other Assets (Itemize)	
Total Assets	

LIABILITIES (Omit Cents)

Notes Payable To Bank(s) (See Schedule 5)	Unsecured	
	Secured	
Notes Payable to Other Entities (See Schedule 5)	Unsecured	
	Secured	
	Other Notes or Accounts Payable	
Taxes Owning	Income Taxes	
	Other Taxes	
Mortgages Payable (See Schedule 6)		
Due on Automobiles		
Other Liabilities (Itemize)		
Total Liabilities		

Please list and explain any delinquent federal, state or local taxes.

Contingent (Possible) Liabilities (Omit Cents)

Do you have any contingent Liabilities

As Endorser OR Co maker	
As Guarantor	
Legal Claims or Judgments	
Other Obligations or Special Expenses (Alimony, Child Support, Separate Maintenance, Leases, Contracts, etc.)	
Loans Applied for (Application Pending)	
Total Contingent Liabilities	

Please give explanations of contingent liabilities.

NET WORTH

Contingent Liabilities

Total Liabilities

Net Worth

QUESTIONNAIRE

I understand that the following questions 1 through 7 are addressed to me and I have answered them as appropriate.

1. Are any of the Assets held in trust, in an estate or in any other name or capacity?

Yes___ No___

2. Are any of the Assets (A) owned or claimed by your spouse before marriage; or (B) acquired by your spouse during marriage by gift or inheritance; or (C) recovered for personal injuries sustained by your spouse during marriage?

(A) Yes___ No___ (B) Yes___ No___ (C) Yes___ No___

3. Do any of the Assets in whole or in part consist of, or were they purchased in whole or in part with, personal savings of your spouse or revenue from property of your spouse of the kinds mentioned in the preceding Item 2, or from proceeds of liquidation of any of the kinds mentioned in Item 2?

Yes___ No___

4. Do any of your Assets, except real estate, secure any debts?

Yes___ No___

5. Are you a party to any suit or are there any unsatisfied judgments against you?

Yes___ No___

6. Have you been through bankruptcy (last ten years) or made an assignment for benefit of creditors?

Yes___ No___

SCHEDULES

Schedule 1 – Banking Relations (All checking and savings accounts)

Name	Location	Balance	If Pledged, To Whom

Schedule 2 – Notes and Accounts Receivable (Including Real Estate)

Maker	Present Balance	Payments Monthly	Maturity Date	Collateral, If Any

Schedule 3 – Automobiles

Make	Model	Year	Blue Book Value	Titled in the Name of

Schedule 4 – Real Estate Owned

Item No.	Location	Market Value	Homestead Yes / No	Titled in the Name of
1				
2				
3				
4				
5				
6				
7				
8				
9				

Schedule 5 – Notes and Accounts Payable

Due To	Present Balance	Payments	Maturity	Collateral, If Any

Schedule 6 – Mortgages Payable

Item No.	Monthly Payment	Lien Holder	Present Balance
1			
2			
3			
4			
5			
6			
7			
8			
9			

The undersigned swears under penalty of perjury that the information inserted on each page of this financial statement has been carefully read and is a true, correct, and complete recitation of all assets and liabilities, known or contingent, of the applicant.

SIGNATURE OF APPLICANT

DATE

SWORN AND SUBSCRIBED before me, a Notary Public in and for the State of Texas, on this _____ day of _____, 20_____

Notary Public, State of Texas

SEAL



FINAL JUDGMENTS

STATE OF TEXAS
COUNTY OF RANDALL

BEFORE ME, the undersigned authority on this day personally appeared

_____ who being by me duly sworn on oath the above stated:

_____ 1. As of the date of this application, I have no final judgments against me that arose directly or indirectly from any bail bond executed by me as a surety or as an agent for a surety, in any county, that have been unpaid for more than thirty (30) days.

OR

_____ 2. As of the date of this application the following final judgment(s) that arose directly or indirectly from a bail bond executed by me as a surety or as an agent for a surety remain unpaid for more than thirty (30) days after issuance.

The applicant must check #1 or #2.

COUNTY	COURT	CASE #	DEFENDANT'S NAME	JUDGMENT DATE	LIABILITY

TOTAL NUMBER OF FINAL JUDGMENTS: _____ TOTAL AMOUNT OF LIABILITY: _____

SIGNATURE OF APPLICANT

DATE

SWORN AND SUBSCRIBED before me, a Notary Public in and for the State of Texas, on this

_____ day of _____, 20_____

Notary Public, State of Texas

SEAL



AUTHORIZATION OF RELEASE

DATE: _____

I, _____ (Surety)

DBA: _____ (Business Name)

License# _____ Address: _____

Phone# _____ Last 4 no's of SS#: _____

give my permission to have the information that I have provided in my financial statement dated _____, to acquire or renew a license with the Randall County Bail Bond Board for the license period beginning _____ (month and year), be released to the designated person assigned by the board. This person can investigate any and all information provided in the attached copy of the financial statement I have filed with the board.

The authorized person designated will have a letter of authority issued by the board.

This authorization is in effect until final action is taken by the board on the application/renewal dated _____.

SIGNATURE OF APPLICANT

DATE

SWORN AND SUBSCRIBED before me, a Notary Public in and for the State of Texas, on this

_____ day of _____, 20_____.

Notary Public, State of Texas

SEAL



DECLARATION OF COMPLIANCE WITH
RULES AND REGULATIONS

INDIVIDUAL LICENSE

STATE OF TEXAS §

COUNTY OF RANDALL §

BEFORE ME, the undersigned authority on this day personally appeared _____, who being by me duly sworn on oath stated:

I am the applicant in the foregoing application for a Bail Bond License. I make each of the foregoing statements, together with each statement in each required attachment, for the purpose of inducing the Randall County Bail Bond Board to issue to me a license to act as a licensed surety in the courts of Randall County, Texas. I understand that any representation herein which is not true and correct, or any misrepresentation or omission which causes the application not to truly and accurately demonstrate my personal and financial status, may result in the denial of a license, the denial of any renewal of a license, or in the revocation of a license should one be granted under this application. As the applicant I hereby swear that I will comply with Chapter 1704 of the Texas Occupations Code as amended, and with the Rules and Regulations of the Randall County Bail Bond Board.

I agree to notify the Secretary of the Board, in writing, of any changes in the name or address of the individual agent for service of process.

SIGNATURE OF APPLICANT

DATE

SWORN AND SUBSCRIBED before me, a Notary Public in and for the State of Texas, on this _____ day of _____, 20_____

Notary Public, State of Texas

SEAL



ASSIGNMENT OF SECURITY FOR BAIL BOND COLLATERAL

TO: RANDALL COUNTY TREASURER

FROM: _____, BAIL BOND LICENSE HOLDER

I, _____ (ASSIGNOR), hereby assign the SECURITY described below to the Treasurer of Randall County, Texas (ASSIGNEE).

SECURITY: _____ (Attach copy)

FINANCIAL INSTITUTION: _____

PAYABLE TO: _____

FACE AMOUNT: _____

DATED: _____

MATURITY DATE: _____

In order to obtain a Bail Bond License in Randall County, Texas and for the purpose of providing security for Bail Bonds written in Randall County, Texas, which may accrue or be authorized under the law, the ASSIGNOR, for and on behalf of the Bail Bond License Holder in the name of the owner specified, assigns to the Randall County Treasurer any and all right, title, claim and interest of whatever nature of ASSIGNOR in and to the SECURITY described above. The Randall County Treasurer has no interest or entitlement to any interest or dividends arising from this agreement. All the interest or dividends should continue to be payable to the ASSIGNOR, and in this regard, SECURITY for the purpose of the Assignment shall mean the FACE AMOUNT (Principal) of the SECURITY (Principal) not the interest accruing on account of the SECURITY.

ASSIGNOR agrees that this assignment carries with it the right to any insurance on the SECURITY that may exist now, or in the future, and includes the right of the Randall County Treasurer to negotiate, redeem, collect and withdraw at any time any part of the FACE AMOUNT of the SECURITY to be applied as payment to unpaid Final Judgment(s) of any forfeitures of bail bonds written in Randall County, Texas. The right of the Randall County Treasurer to apply the SECURITY shall not be affected by a subsequent change in the trade name or business location of the person or entity on whose behalf this assignment is executed. The ASSIGNOR further agrees that the Randall County Treasurer may, in its own discretion and at any time, transfer all or any part of the SECURITY into its own name to satisfy any unpaid Final Judgment(s), or portion thereof, of any forfeiture of bail bonds

written in Randall County, Texas. The Randall County Treasurer is hereby appointed attorney-in-fact for the ASSIGNOR with full power and authority to execute any endorsements necessary to complete such a transfer and negotiation.

ASSIGNOR understands and agrees that by this Assignment, all right, title and claim to interest in, use of and control over the disposition of the SECURITY is relinquished and that such SECURITY may be released only by the Randall County Treasurer's written direction.

This document shall serve as notification by the ASSIGNOR to the FINANCIAL INSTITUTION of the terms of this Assignment and Assignor's intention and agreement to be bound by said terms.

This Assignment is made subject to the following terms:

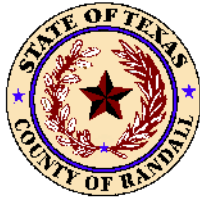
1. WARRANTY. ASSIGNOR expressly warrants that it has good title to the property conveyed by this Assignment, and that the property is free from prior encumbrances of any nature or kind. ASSIGNOR furthers warrants that the property will remain free from encumbrances of any kind or nature.
2. EXISTING LIABILITIES. This Assignment is subject to no existing obligations.
3. BINDING EFFECT. This Assignment and all of its terms and conditions are binding on ASSIGNOR and all his/her/its officers, agents, principals, vice principals, shareholders, stockholders, successors, heirs, devisees, spouse, and assigns.

_____ SIGNATURE OF APPLICANT	_____ DATE
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SWORN AND SUBSCRIBED before me, a Notary Public in and for the State of Texas, on this _____ day of _____, 20_____

Notary Public, State of Texas

SEAL



FINANCIAL INSTITUTION ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Randall

The FINANCIAL INSTITUTION acknowledges the assignment of the SECURITY described herein to the Randall County Treasurer. FINANCIAL INSTITUTION acknowledges the Randall County Treasurer has no interest or entitlement to any interest or dividends. FINANCIAL INSTITUTION certifies that it has recorded the assignment and has retained a copy. FINANCIAL INSTITUTION certifies that it does not have any knowledge of anyone else having any lien, encumbrance, right, hold, claim or obligation of the SECURITY. FINANCIAL INSTITUTION accepts the SECURITY with knowledge that it has been posted for and on behalf of the Bail Bond License Holder identified above and agrees to act as the sole agent for the purpose of holding this SECURITY for the Randall County Treasurer's exclusive use. FINANCIAL INSTITUTION agrees not to release, make payment, or otherwise divert or dispose of the SECURITY except in accordance with the written instructions of the Randall County Treasurer. It is understood that notice to or consent of the ASSIGNOR to disposition of the SECURITY by the Randall County Treasurer shall not be required. FINANCIAL INSTITUTION further agrees not to exercise any set of rights it may have with respect to the SECURITY, or to otherwise impede, hinder, delay, prevent, obstruct or interfere with the Randall County Treasurer's right to negotiate, redeem, collect and withdraw this SECURITY promptly.

ATTEST:

FINANCIAL INSTITUTION

BY: _____ DATE: _____

Printed Name: _____

Job Title: _____

ASSIGNOR

BY: _____ DATE: _____

Printed Name: _____

SIGNATURE OF APPLICANT

DATE

SWORN AND SUBSCRIBED before me, a Notary Public in and for the State of Texas, on this _____ day of 20_____.

Notary Public, State of Texas



DEED OF TRUST

Date: _____, 20_____

Grantor: _____

Grantor's Mailing Address: _____

Trustee: Randall County Chairman of the Bail Bond Board

Trustee's Mailing Address: % Judge Tracy Byrd,
Finance Building
501 16th Street, Suite 307
Canyon, TX 79015

Bondholder: Randall County Bail Bond Board

Bond Holder's Mailing Address: Same as above

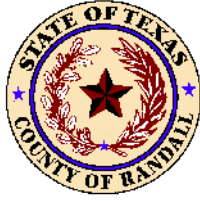
Bond(s): All present and future Bonds issued by Grantor to Bondholder.
Grantor is pledging \$_____ of the appraised value of
\$_____ of the pledged property.

Property (including any improvements):

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 Randall 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

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

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 immediately 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

If directed by Bondholder to foreclosure 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 and 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.

SIGNATURE OF APPLICANT

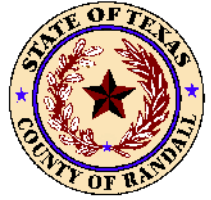
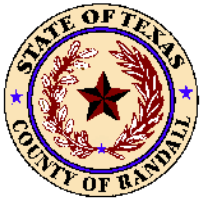
DATE

SWORN AND SUBSCRIBED before me, a Notary Public in and for the State of Texas, on this

_____ day of _____, 20_____

SEAL

Notary Public, State of Texas



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

STATE OF TEXAS *
COUNTY OF RANDALL *

BEFORE ME, the undersigned authority, on this day personally appeared _____ who, after being duly sworn, upon oath deposes and says:

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 ample sufficient as a residence homestead for Affiant, and the fee simple title to which is vested in Affiant. Affiant hereby sets apart and designate 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 Randall 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.

SIGNATURE OF APPLICANT DATE

SWORN AND SUBSCRIBED before me, a Notary Public in and for the State of Texas, on this _____ day of _____, 20_____

SEAL

Notary Public, State of Texas