

DEED OF TRUST

STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

KNOW ALL MEN BY THESE PRESENTS

THAT, _____ and wife, _____
Of Tom Green County, hereinafter called Grantors (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and for the further consideration of the benefits conferred on Grantors pursuant to Title 10, Chapter 1704, Vernon’s Annotated Statutes and Codes, as amended, hereinafter referred to as “Texas Occupations Code”, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto _____, CHAIRMAN OF THE TOM GREEN COUNTY BAIL BOND BOARD, TRUSTEE, 112 West Beauregard Avenue, San Angelo, Tom Green County, Texas, and his successors or substitutes as hereinafter defined, hereinafter referred to as “Trustee”, all of the following described property situated in _____ County, Texas, to-wit:

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Trustee, his successors and assigns forever, Grantors do hereby bind themselves, their successors and assigns to WARRANT and FOREVER DEFEND all and singular the said premises unto said Trustee, his successors and

assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST and given pursuant to the terms and provisions of §1704.159 and §1704.160, Texas Occupations Code, as amended, said Trust being made on the condition that the herein described property may be sold by the Trustee herein named, or his duly appointed successors or substitutes as hereinafter provided, to satisfy any final judgment forfeiture(s) that may be made in bonds on which _____ is surety, as such final judgment is defined by the Texas Code of Criminal Procedure, 1965, as amended. Said final judgment(s) may be payable to either the State of Texas or the County of Tom Green, and the amount secured hereby shall be the total amount of such judgment or judgments, together with all expenses, costs and interest as allowed by applicable law. This trust is for the benefit of the TOM GREEN COUNTY BAIL BOND BOARD, hereinafter referred to as "Beneficiary", as provided in section §1704.159, §1704.160, §1704.203, §1704.160, §1704.204, and §1704.206, Texas Occupations Code, as amended.

Grantors covenant and agree to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty, to commit or permit no waste of the said property, and to keep all improvements situated thereon insured against damage or destruction in the full amount of the current appraised value thereof. Grantors further covenant and agree to provide the Tom Green County Bail Bond Board with copies of tax receipts no later than January 31 of each year, evidencing the full payment of all real estate taxes assessed against the property. Grantors further covenant to provide a certificate of insurance for fire and extended coverage on the property, naming the Tom green County Bail Bond Board as loss payee, together with a receipt showing the annual premium has been fully paid one year in advance.

Grantors have agreed to execute this Deed of Trust as security for the payment of any and all bail bonds issued by the licensee named hereinabove as surety. Default in the terms of this Deed of Trust shall be deemed to occur if said licensee fails to satisfy a final judgment of forfeiture in full within thirty (30) days following the entry thereof or if said licensee fails to comply with any other covenant contained herein. Upon the occurrence of this default, Beneficiary may request the Trustee herein named to enforce the trust, or Beneficiary may for

any reason appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee named herein.

The original, substitute or successor Trustee shall have the following duties and responsibilities: (1) to give, or cause to be given, notice of the foreclosure, as required by the Texas Property Code; (2) to sell at public sale in accordance with the provisions of the Texas Property Code, all or part of the Property described herein to the highest bidder for cash; (3) to execute a general warranty deed binding Grantors herein and to deliver the same to the successful purchaser; and (4) to deliver the proceeds of such sale to the Tom green County Bail Bond Board, such proceeds to be applied first to the payment of any reasonable expenses and costs incident to the sale under this deed of trust, and then to the payment of any final judgments for bond forfeitures then due and owing plus all reasonable expenses for which licensee may be liable under applicable law.

In the event of foreclosure of this lien by judicial or non-judicial sale, Grantors agree to surrender immediate possession to the purchaser. If Grantors fail to do so, Grantors shall become tenants at sufferance of the purchaser, subject to an action for forcible detainer.

This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

Grantors warrant that the herein described property constitutes no part of either the business or residential homestead of any of the undersigned, each of whom own other real property in the State of Texas sufficient to satisfy a homestead claim.

Executed this ____ day of _____, 20_____.

(Printed name)

(Printed name)

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This instrument was acknowledged before me on this the _____ day of _____, 20____, by _____ and wife, _____.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN ORIGINAL TO:

Tom Green County Bail Bond Board
Attention: Dianna Spieker, County Treasurer
122 W. Harris Avenue
San Angelo, Texas 76903