

**PROPERTY APPLICATION
OF**

DATE SUBMITTED: _____

**FOR CONSIDERATION BY THE
DALLAS COUNTY BAIL BOND BOARD**

please provide one original and one redacted copy

DALLAS COUNTY BAIL BOND BOARD APPLICANT PROPERTY CONVEYANCE CHECK-OFF LIST

**If more than one (1) piece of real property is being submitted, a separate check-list and package must be submitted for each*

NAME: _____

BONDING COMPANY: _____

PROPERTY ADDRESS: _____

TAX NUMBER: _____

CURRENT TAXING DISTRICT'S VALUE: _____

_____ DEED OF TRUST (Attach an Exhibit "A" containing the legal description)

_____ LEASE AGREEMENT (Attach or enclose Affidavit of notice requirement)

_____ PLAT (Obtained from DCAD/8 x 10/legible)

_____ PHOTOS (All sides of property/color 8 x 10/3 sets)

_____ PROOF OF CLEAR TITLE AND OWNERSHIP (i.e. Commitment for Title)

_____ AFFIDAVITS (From owner and spouse, if applicable)

_____ INSURANCE POLICY (Showing paid in full for current year)

_____ COUNTY, CITY AND SCHOOL TAX RECEIPT (Showing paid in full for current year and no outstanding tax liens)

REQUIREMENTS FOR POSTING REAL PROPERTY AS COLLATERAL TO WRITE BAIL BONDS IN DALLAS COUNTY ARE AS FOLLOWS:

1. The real property must be unencumbered. (No liens)
2. The real property cannot be a homestead.
3. The real property must be appraised by the county taxing authority for a determinable value.
4. Proof of clear title and ownership must be supplied to the DCBBB, in the form of a Commitment of Title or other similar document.
5. The real property must be deeded in trust to the DCBBB by way of the attached Deed of Trust. If the real property is community property, the spouse must execute the Deed of Trust. Also, the Deed of Trust must be filed with the County Clerk immediately upon execution and acceptance by the DCBBB.
6. A current statement from all taxing units with power to assess or collect taxes against the real property shall be provided indicating that there are no outstanding tax liens against the property, and all taxes are paid current.
7. A statement from the real property owner shall be provided that he will not further encumber the real property after conveying it in trust to the DCBBB, without prior notification and written permission of the DCBBB.
8. A statement shall be provided indicating whether the real property owner is married, and if so, an Affidavit from the spouse agreeing to transfer to the DCBBB, as part of the trust, any right, title or interest that the spouse may have in the real property.
9. If the real property is rented or leased, the DCBBB shall approve and have tenant (s) affirm that the lease is still valid, furnish an estoppel certificate and file the lease agreement with the County Clerk. If the real property is not rented or leased, the owner of the real property must sign an Affidavit stating that before the real property is rented or leased, the DCBBB will have to approve the lease agreement.
10. An agreement shall be provided to insure and keep current the insurance on any improvement on the real property against any damage or destruction while the real property remains in trust to the DCBBB, in the full amount of the value claimed for the improvements.
11. Provide any other thing, as required by the DCBBB or the Texas Occupation Code §1704, as amended from time to time.

AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY
APPEARED _____, AND AFTER
BEING DULY SWORN ACCORDING TO LAW UPON OATH DEPOSED AND STATED:

1. “MY NAME IS _____, I AM
OVER THE AGE OF EIGHTEEN (18) YEARS, AND AM FULLY COMPETENT IN
ALL RESPECTS TO MAKE THIS AFFIDAVIT, HAVING PERSONAL
KNOWLEDGE OF THE FACTS AS STATED HEREIN, AND STATE THAT THEY
ARE ALL TRUE AND CORRECT.
2. I AM EITHER APPLYING TO RENEW MY LICENSE OR APPLYING FOR A NEW
LICENSE AS A BONDSMAN IN DALLAS COUNTY, TEXAS.
3. I HAVE READ AND AM FAMILIAR WITH BOTH THE TEXAS OCCUPATION
CODE SECTION 1704, KNOWN AS THE “BAIL BOND ACT” AND THE
PROCEDURES AND RULES MANUAL OF THE DALLAS COUNTY BAIL BOND
BOARD (THE “DCBBB”).
4. I PROMISE TO COMPLY WITH BOTH THE BAIL BOND ACT AND THE
PROCEDURES AND RULES MANUAL OF THE DCBBB, AS AMENDED.
5. ANY REAL PROPERTY I HAVE PLEDGED IN TRUST TO THE DCBBB IS NOT
COMMUNITY PROPERTY AND MY SPOUSE (IF APPLICABLE) HAS SIGNED AN
AFFIDAVIT ATTESTING TO THIS FACT.
6. ANY PROPERTY I HAVE PLEDGED TO THE DCBBB IS NOT REAL PROPERTY
JOINTLY HELD WITH ANY OTHER INDIVIDUAL OR HELD BY ME AS A
TENANT IN COMMON WITH ANY OTHER PARTY. IN OTHER WORDS, ANY
REAL PROPERTY PLEDGED TO THE DCBBB IS HELD ONLY IN MY NAME.
7. IF I AM PLEDGING REAL PROPERTY AS COLLATERAL, SUCH REAL
PROPERTY CAN BE DESCRIBED BELOW (BY MAILING ADDRESS & LEGAL
DESCRIPTION):

8. I AGREE TO KEEP ANY IMPROVEMENTS ON THE ABOVE LISTED REAL PROPERTY IN GOOD REPAIR.
9. I AGREE TO KEEP ALL TAXES ON THE REAL PROPERTY PAID WHILE IT REMAINS IN TRUST WITH THE DCBBB OR ITS DESIGNATED REPRESENTATIVE AND CERTIFY THAT ALL CURRENT TAXES ARE PAID AND THAT I HAVE SUBMITTED ALL TAX STATEMENTS TO THE DCBBB TO ATTEST TO THIS FACT.
10. I AGREE NOT TO FURTHER ENCUMBER THE REAL PROPERTY AFTER CONVEYING IT IN TRUST TO THE DCBBB OR ITS DESIGNATED REPRESENTATIVE, WITHOUT PRIOR NOTIFICATION AND PERMISSION OF THE DCBBB.
11. I AGREE TO INSURE AND KEEP CURRENT THE FIRE AND CASUALTY DAMAGE INSURANCE ON ANY IMPROVEMENTS ON THE REAL PROPERTY AGAINST ALL RISKS AND PERILS, DEPENDING UPON THE NATURE AND USE OF THE REAL PROPERTY, IN THE FULL AMOUNT OF THE VALUE CLAIMED FOR THE IMPROVEMENTS WITH THE DCBBB.
12. I AM FAMILIAR WITH THE TEXAS HOMESTEAD EXEMPTION LAWS AND DO NOT CLAIM ANY PROPERTIES PLEDGED TO THE DCBBB AS MY HOMESTEAD, AND FURTHER AGREE NOT TO CLAIM THE PROPERTIES PLEDGED TO THE DCBBB AS MY HOMESTEAD WITHOUT PRIOR NOTIFICATION AND WRITTEN PERMISSION BY THE DCBBB.”

SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,
20____, BY _____, WHOSE PHOTO ID I HAVE
SEEN AND VERIFIED AS BEING THE PERSON MAKING THIS AFFIDAVIT.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFFIDAVIT OF SPOUSE OR JOINT HOLDER

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____, AND AFTER BEING DULY SWORN ACCORDING TO LAW UPON OATH DEPOSED AND STATED:

1. “MY NAME IS _____, I AM OVER THE AGE OF EIGHTEEN (18) YEARS, AND AM FULLY COMPETENT IN ALL RESPECTS TO MAKE THIS AFFIDAVIT, HAVING PERSONAL KNOWLEDGE OF THE FACTS AS STATED HEREIN, AND STATE THAT THEY ARE ALL TRUE AND CORRECT.
2. I AM EITHER THE SPOUSE OF OR HOLD REAL PROPERTY JOINTLY WITH _____, WHO IS PLEDGING THAT REAL PROPERTY TO THE DCBBB.
3. I UNDERSTAND MY COMMUNITY PROPERTY AND/OR RIGHTS AS A JOINT HOLDER OR TENANT IN COMMON, TO THE REAL PROPERTY LOCATED AT THE MAILING ADDRESS OF _____ AND FURTHER DESCRIBED IN A LEGAL DESCRIPTION OF _____ IS PLEDGED AS COLLATERAL TO THE DCBBB, AND I HAVE RELINQUISHED ALL RIGHTS I MAY HAVE OR WILL HAVE IN THAT REAL PROPERTY.
4. I KNOWINGLY AND INTENTIONALLY WAIVE MY COMMUNITY RIGHTS AND/OR JOINT HOLDER OR TENANT IN COMMON REAL PROPERTY RIGHTS TO SAID REAL PROPERTY AND HAVE EXECUTED THE DEEDS OF TRUST TO SAID REAL PROPERTY TO INDICATE THAT THIS IS MY DESIRE.”

SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____, BY _____, WHOSE PHOTO ID I HAVE SEEN AND VERIFIED AS BEING THE PERSON MAKING THIS AFFIDAVIT.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

DEED OF TRUST

STATE OF TEXAS §

§

KNOW ALL MEN

BY THESE PRESENTS:

COUNTY OF DALLAS §

That, on the _____ day of _____, 20____, _____ (hereinafter called "**Grantor**"), whose mailing address is _____, in consideration of the debt and trust hereinafter mentioned, does hereby grant, bargain, sell, transfer, assign and convey unto **THE DALLAS COUNTY BAIL BOND BOARD**, acting by and through a duly authorized representative, ("**Trustee**"), of **DALLAS COUNTY, TEXAS**, the real property which is described in Exhibit "A" attached hereto and made a part hereof (herein sometimes called the "**Real Property**"), together with all improvements thereon and hereafter placed thereon, and all fixtures now or hereafter belonging to Grantor and now or hereafter installed in or on the Real Property or the improvements thereon, and such goods, chattels and personal property as are ever owned by Grantor and located upon the Real Property, and all renewals, replacements and substitutions thereof and additions and accessions thereto, and together with all other interests of every kind and character in and to the Real Property, which the Grantor now owns or at any time hereafter acquires (all of the foregoing being hereinafter collectively referred to as the "**Mortgaged Property**") for the benefit and use of Dallas County, Texas, ("**Beneficiary**"), with offices at c/o Dallas County Sheriff's Department, Frank Crowley Courts Building, 133 North Industrial Blvd., Dallas, Texas 75207, and its successors and assigns.

TO HAVE AND TO HOLD the Mortgaged Property, together with all the rights, hereditaments and appurtenances in anywise appertaining or belonging thereto, unto said Trustee and its successors or substitutes, in trust and for the uses and purposes hereinafter set forth, forever. Grantor hereby binds Grantor and Grantor's successors, representatives and assigns to warrant and forever defend, all and singular, the Mortgaged Property unto the Trustee and its successors or substitutes forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition to the lien created hereby, Grantor hereby grants to Beneficiary a security interest in (i) each and every part of the Mortgaged Property which constitutes fixtures or personal property and, (ii) all proceeds from the sale, lease or other disposition thereof.

ARTICLE I

SECURED INDEBTEDNESS.

This Deed of Trust is given to secure the following indebtedness, obligations and liabilities: (a) any and all bail bonds executed by Grantor under its license from Trustee; (b) any and all indebtedness and obligations, whether absolute or contingent, of Grantor arising under Chapter 1704 of the Texas Occupation Code, as amended from time to time; and (c) any and all

other indebtedness and obligations, whether absolute or contingent, arising pursuant to the provisions of this Deed of Trust. The term “**Secured Indebtedness**,” as used herein, shall mean any and all of the indebtedness, obligations and liabilities described or referred to above in clauses (a) through (c), inclusive. The word “**Beneficiary**” as used herein shall mean Dallas County, Texas, its successors and assigns, and any subsequent holder of the Secured Indebtedness or any part thereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF GRANTOR.

Grantor represents and warrants to Beneficiary as follows:

- 2.1 Grantor is lawfully seized of the Mortgaged Property and has good and merchantable title to the Mortgaged Property, subject only to those matters described in Exhibit “A”, and Grantor has the authority to execute and deliver this Deed of Trust.
- 2.2 No part of the Mortgaged Property constitutes a part of Grantor’s or any other person’s residential or business homestead.
- 2.3 The Mortgaged Property and the operations conducted thereon do not violate any applicable law, statute, ordinance, rule, regulations, order or determination of any governmental authority or any restrictive covenant or deed restriction (recorded or otherwise), including without limitation all applicable zoning ordinances and building codes, flood disaster laws and Environmental Laws (as hereinafter defined).
- 2.4 The Mortgaged Property and operations conducted thereon are not subject to any existing, pending, or threatened action, suit, investigation, inquiry, or proceeding by any governmental or nongovernmental entity or person or to any remedial obligations under any applicable Environmental Laws.
- 2.5 Grantor has not undertaken, permitted, authorized, or suffered and will not undertake, permit, authorize, or suffer the presence, use, manufacture, handling, generation, transportation, storage, treatment, discharge, release, burial, or disposal on, under, from or about the Mortgaged Property of any Hazardous Substance (as hereinafter defined) or the transportation to or from the Mortgaged Property of any Hazardous Substance.
- 2.6 There have been no communications or agreements (and Grantor has no knowledge of any forthcoming communication or agreement) with any governmental authority or agency (federal, state, or local) or any private entity, including, but not limited to any prior owners or operators of the Mortgaged Property, relating in any way to the presence, release, threat of release, handling, generation, transportation, storage, treatment, discharge, burial, to or from the Mortgaged Property of any Hazardous Substance. For the purposes of this Deed of Trust, the term “Environmental Law” means any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Mortgaged Property,

including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601, *et seq.* (“CERCLA”); the Resources Conservation and recovery Act, 42 U.S.C. §6901, *et seq.* (“RCRA”); the Texas Water Code (“TWC”); and the Texas Solid Waste Disposal Act, Tex. Rev. Civ. Stat. Ann. art. 4477-7, and regulations, rules, guidelines, or standards promulgated pursuant to such laws.

For the purposes of this Deed of Trust, the term “Hazardous Substance” includes without limitation: (i) any substance included with the definition of “Hazardous Waste” pursuant to Section 1004 of RCRA; (ii) any substance included within the definition of “hazardous substance” pursuant to Section 101 of CERCLA; (iii) any substance included within (a) the definition of “waste” pursuant to Section 30.003(b) of the TWC or (b) the definition of “pollutant” pursuant to Section 26.001(13) of the TWC; and (iv) any substance, product, waste or other material which is or becomes listed, regulated or addressed as being a toxic, hazardous, polluting or similarly harmful substance under any Environmental Law.

For purposes of this Deed of Trust, the terms “release”, “removal”, “environment”, and “disposal” shall have the meanings given such terms in CERCLA, and the term “disposal” shall also have the meaning given it in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment and provided further to the extent that the laws of the State of Texas establish a meaning for “release”, “removal”, “environment”, or “disposal”, which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

ARTICLE III

COVENANTS OF GRANTOR.

Grantor covenants and agrees with Beneficiary as follows:

- 3.1 Grantor shall pay, or cause to be paid, before delinquent, all taxes and assessment of every character in respect of the Mortgaged Property, or any part thereof and from time to time, upon request of Trustee, Grantor shall furnish satisfactory evidence to Trustee of the timely payment of such taxes and assessments.
- 3.2 Grantor shall carry insurance with respect to the improvements, fixtures and personalty comprising the Mortgaged Property with such insurers, in such amounts and covering such risks as shall be satisfactory to Trustee, including, but not limited to, insurance against loss or damage by fire, lightning, hail, windstorm, explosion, riot, hazards, casualties and other contingencies in an amount equal to one hundred percent of the replacement costs. Further, Grantor will obtain flood insurance in the maximum available amount to the extent that the Mortgaged Property or any part thereof is located in a “flood hazard area” as provided in the National Flood Insurance Act of 1968, as amended. Grantor shall cause all insurance policies to contain a standard mortgagee

clause and to be payable to Beneficiary as its interest may appear. Grantor shall pay, or cause to be paid, all premiums for such insurance at least fifteen (15) days before such premiums become due and shall furnish to Trustee satisfactory proof of the timely making of such payments and shall deliver all renewal policies to Trustee at least fifteen (15) days before the expiration date of each expiring policy. Each policy shall provide that it may not be canceled without thirty days prior written notice to Trustee.

- 3.3 Grantor shall comply with all governmental laws, ordinances and regulations, easements, restrictions, agreements, covenants and conditions applicable to the Mortgaged Property, or any part thereof, including laws, ordinances, regulations, easements, restrictions, agreement, covenants and conditions concerning the maintenance of the Mortgaged Property.
- 3.4 Grantor shall at all times maintain, preserve and keep any improvements situated on the Mortgaged Property and all appurtenances thereto in good repair and condition, and from time to time make all necessary and proper repairs, replacements and renewals, and not commit or permit any waste on or of the Mortgaged Property, and not do anything to the Mortgaged Property that may impair its value.
- 3.5 Grantor shall pay promptly all bills for labor and materials incurred in connection with any improvements situated or constructed on the Mortgaged Property and shall never permit to be fixed against the Mortgaged Property, or any part thereof, any other or additional lien or security interest.
- 3.6 Grantor shall at any time, and from time to time, upon request by Trustee, execute and deliver any and all additional instruments and further assurances, and do all other acts and things, as may be necessary or proper, in Trustee's opinion, to more fully evidence and perfect the rights, titles, liens and security interests herein created or intended to be created and to protect the rights, remedies, powers and privileges of Trustee and Beneficiary hereunder.
- 3.7 Grantor shall pay the Secured Indebtedness in accordance with its terms.
- 3.8 Grantor shall permit Trustee or Beneficiary to inspect the Mortgaged Property at any reasonable time, and Grantor shall permit Trustee or Beneficiary to make and take away copies of such records.
- 3.9 Grantor shall not sell, assign, convey, mortgage, encumber or transfer the Mortgaged Property or any interest therein or part thereof.
- 3.10 Grantor shall not use, generate, manufacture, produce, store, release, discharge, treat, or dispose of on, under, from or about the Mortgaged Property or transport to or from the Mortgaged Property any Hazardous Substance or allow any other person or entity to do so and Grantor shall keep and maintain the Mortgaged Property in compliance with, and not cause or permit the Mortgaged Property to be in violation of, any Environmental Law.

- 3.11 Grantor shall give prompt written notices to Trustee of: (i) any proceeding or inquiry by a governmental or nongovernmental entity or person with respect to the presence of any Hazardous Substance on, under, from or about the Mortgaged Property, the migration thereof from or to other property, the disposal, storage, or treatment of any Hazardous Substance generated or used on, under, or about the Mortgaged Property; (ii) all claims made or threatened by any third party against Grantor or the Mortgaged Property or any other owner or operator of the Mortgaged Property relating to any loss or injury resulting from any Hazardous Substance; and (iii) Grantor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be subject to any investigation or cleanup of the Mortgaged Property pursuant to any Environmental Law.
- 3.12 Grantor shall permit Trustee or Beneficiary to join and participate in, as a party if either of them so elects, any legal proceedings or actions initiated with respect to the Mortgaged Property in connection with any Environmental Law or Hazardous Substance and Grantor shall pay all attorneys' fees incurred by Trustee and Beneficiary in connection therewith.
- 3.13 Grantor shall protect, indemnify, and hold harmless Trustee, Beneficiary, their officers, employees, representatives, agents, attorneys, successors, and assigns from and against any and all loss, damage, costs, expense, action, causes of action, or liability (including attorneys' fees and costs) directly or indirectly arising from or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Mortgaged Property, whether known or unknown at the time of the execution hereof including without limitation (i) all foreseeable consequential damages of any such use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence; and (ii) the costs of any required or necessary environmental investigation or monitoring, any repair, cleanup or detoxification of the Mortgaged Property and the preparation and implementation of any closure, remedial or other required plans. This covenant and the indemnity contained herein shall survive the release of the lien of this Deed of Trust, or the extinguishment of the lien before closure or action in lieu thereof.
- 3.14 In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "**Remedial Work**") is reasonably necessary or desirable under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance in or into the air, soil, groundwater, surface water or soil vapor at, on, about, under, or within the Mortgaged Property (or any portion thereof), within 30 days after written demand by Trustee for performance thereof (or such shorter period of time as may be required under any applicable law, regulation, order or agreement), Grantor shall commence and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by contractors approved in advance by Trustee, and under the supervision

of a consulting engineer approved by Trustee. All costs and expenses of such Remedial Work shall be paid by Grantor including, without limitation, Trustee's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work.

- 3.15 If Grantor is married, Grantor's spouse has joined in the execution of this Deed of Trust to evidence such spouse's consent to the conveyance evidenced hereby and agreement to subject such spouse's interest in the Mortgaged Property, if any, to the terms hereof in compliance with Chapter 1704 of the Texas Occupation Code, as amended from time to time.

ARTICLE IV

RESPECTING DEFAULTS AND CERTAIN REMEDIES OF THE BENEFICIARY.

- 4.1 The term "**Default**", as used herein, shall mean the occurrence of any of the following events: (a) the failure of Grantor to pay the Secured Indebtedness, or any part thereof, as it becomes due and payable in accordance with the terms thereof, and Chapter 1704 of the Texas Occupation Code, as amended from time to time; (b) the failure of Grantor punctually and properly to perform any covenant, agreement or condition contained herein or as required under Chapter 1704 of the Texas Occupation Code, as amended from time to time; and (c) any representation or warranty made by Grantor herein, or in any other document delivered by Grantor to Trustee or Beneficiary in connection herewith or under Chapter 1704 of the Texas Occupation Code, as amended from time to time, is false, misleading, erroneous or breached in any material respect.
- 4.2 Upon the occurrence of a Default and in accordance with the terms of Chapter 1704 of the Texas Occupation Code, as amended from time to time, to the extent of its applicability, Beneficiary may, at its option, do any one or more of the following:
- a) Request Trustee to proceed with foreclosure and in such event, Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of Beneficiary, to sell the Mortgaged Property, as a whole or in lots or parcels as Trustee may deem proper, to the highest bidder or bidders for cash, at the courthouse door of the county in which the Real Property is situated, provided, that if the Real Property be situated in more than one county, such sale may be made in any county in the State of Texas wherein any part of the Real Property then subject to the lien is situated. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Texas Property Code, or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sale of Texas real property under powers of sale conferred by deeds of trust. If there is not statute in force at the time of the sale governing sales of Texas real property under powers of sale conferred by deeds of trust, such sale shall comply with the applicable law, at the time of the sale, governing sales of Texas real property under powers of sale conferred by deeds of trust. After such sale Trustee shall make

to the purchaser or purchasers there under good and sufficient deeds and assignments, in the name of Grantor, conveying said property so sold to the purchaser or special warranty of title by Grantor. An affidavit of any person having knowledge of the fact that service of notices required hereby was completed shall be prima facie evidence of the fact of service. Sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until all of the Mortgaged Property be sold. It is intended by each of the foregoing provisions that Trustee may, after any request or direction by Beneficiary, sell, not only the Real Property, but also the personal property and other interests constituting a part of the Mortgaged Property, or any part thereof, along with the Real Property, or any part thereof, all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. It shall not be necessary to have present or to exhibit at any such sale any of the personal property subject to the lien hereof;

b) Enter upon and take possession of the Mortgaged Property and remove the fixtures or personal property or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Beneficiary, take possession of any property located on or in the Mortgaged Property which is not a part of the Mortgaged Property and hold or store such property at Grantor's expense;

c) Require Grantor to assemble all or any part of the Mortgaged Property constituting fixtures and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to Grantor and Beneficiary;

d) Sell, lease or otherwise dispose of at the office of Beneficiary, or on the Real Property, or elsewhere, as chosen by Beneficiary, all or any part of the Mortgaged Property constituting fixtures or personal property in the manner provided by law for sale of such items by a governmental entity of the State of Texas. The sale of any part of such fixtures or personal property shall not exhaust Beneficiary's power of sale, but sales may be made from time to time. Reasonable notification of the time and place of any public sale pursuant to this subsection; or

e) Proceed or direct Trustee to proceed by suit or suits, at law or in equity, to enforce the payment of the Secured Indebtedness in accordance with the terms hereof and of the instruments evidencing it, to foreclose the lien of this Deed of Trust as against all or any portion of the Mortgaged Property and to have said property sold under the judgment or decrees of a court of competent jurisdiction. On or at any time after the filing of judicial proceedings to proceedings to protect or enforce the rights of Beneficiary, as a matter of right and without regard to the sufficiency of the security and without any showing of insolvency, fraud, or mismanagement on the part of Grantor, Beneficiary shall be entitled to the appointment of a receiver or receivers of the Mortgaged Property, and of the income, rent, issues and profits thereof.

- 4.3 Beneficiary may buy the Mortgaged Property, or any part thereof, at any public or judicial sale.
- 4.4 In addition to any right or remedy granted to Beneficiary hereunder, Beneficiary shall have and may exercise any and all other rights and remedies which Beneficiary may have at law or in equity, or by virtue of any other security instrument, or under Chapter 1704 of the Texas Occupation Code, as amended from time to time, or otherwise.
- 4.5 If Beneficiary is the purchaser of the Mortgaged Property, or any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure of the liens and security interests hereof, or otherwise, Beneficiary shall, under any such purchase, acquire good title to the Mortgaged Property so purchased, free of the liens and security interests of this Deed of Trust.
- 4.6 In case the liens or security interests hereof shall be foreclosed by Trustee's Sale or by other judicial or nonjudicial action, the purchaser at any such sale shall receive, as an incident to his ownership, immediate possession of the property purchased, and if Grantor or Grantor's successors shall hold possession of said property, or any part thereof, subsequent to foreclosure, Grantor and Grantor's successors shall be considered as tenants at sufferance of the purchaser at the foreclosure sale, and anyone occupying the property after demand is made for possession thereof shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.
- 4.7 The proceeds from any sale or other disposition made pursuant to this Article IV, or any Rental (as hereinafter defined) collected by Beneficiary pursuant to Article V hereof or any other sums received by Beneficiary hereunder, shall be applied by Trustee, or by Beneficiary, as the case may be, in accordance with the provisions of Chapter 1704 of the Texas Occupation Code, as amended from time to time.
- 4.8 In the event a foreclosure sale hereunder should be commenced by Trustee, Beneficiary may at any time before the sale direct Trustee to abandon the sale, and may then institute suit for the collection of the Secured Indebtedness, or for the foreclosure of the liens and security interests hereof. If Beneficiary should institute a suit for the collection of the Secured Indebtedness, or for a foreclosure of the liens and security interests hereof, it may at any time before the entry of a final judgment in said suit dismiss the same and require Trustee to sell the Mortgaged Property, or any part thereof, in accordance with the provisions of this Deed of Trust.
- 4.9 It is agreed that in any deed or deeds given by Trustee or any substitute trustee duly appointed hereunder, any and all statements of fact or other recitals therein made as to the identity of the Beneficiary or Beneficiaries of the Secured Indebtedness or as to the occurrence or existence of any Default, or as to the request to sell, notice of sale, time, place, terms, and manner of sale, and receipt, distribution and application of the money realized there from or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done

by Beneficiary, or any of them if there be more than one, or by Trustee or any substitute trustee, shall be accepted by all courts of law and equity as prima facie evidence that the said statements or recitals are correct and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee, or any substitute trustee, may lawfully do in the premises by virtue hereof.

- 4.10 At the option of Beneficiary at any time and from time to time, with or without cause, the Beneficiary may appoint, in writing, a substitute Trustee to act in place of the Trustee, and such newly appointed Trustee shall thereupon succeed to all the estate, rights, powers and trusts herein granted to and vested in the prior Trustee.

ARTICLE V

LEASES AND ASSIGNMENT OF RENTAL

- 5.1 As used in this Deed of Trust: (a) “**Lease**” means any lease, sublease or other agreement under the terms of which any person other than Grantor has or acquires any right to occupy or use the Mortgaged Property, or any part thereof, or interest therein; (b) “Lessee” means the lessee, sublessee, tenant or other person having the right to occupy or use a part of the Mortgaged Property under a Lease; and (c) “**Rental**” means the rents, royalties and other consideration payable to Grantor by the Lessee under the terms of a Lease.
- 5.2 Grantor hereby assigns to Beneficiary all Rental payable under each Lease now or at any time hereafter existing, such assignment being upon the following terms: (a) until receipt from Beneficiary of notice of the occurrence of a default, each Lessee may pay Rental directly to Grantor; (b) upon receipt from Beneficiary of notice that a default exists, each Lessee is hereby authorized and directed to pay directly to Beneficiary all Rental thereafter accruing, and the receipt thereof by Beneficiary shall release such Lessee to the extent of all amounts so paid; (c) Rental so received by Beneficiary shall be applied by Beneficiary, first, to the expenses, if any, of collection and then in accordance with Section 4.7; (d) Beneficiary shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of, Rental, but shall be accountable only for rental that it shall actually receive.

ARTICLE VI

MISCELLANEOUS

- 6.1 If the Secured Indebtedness is paid and discharged in full in accordance with the terms of this Deed of Trust and other instruments evidencing it, and if the Grantor shall have no further obligation or liability under Chapter 1704 of the Texas Occupation Code, as amended from time to time, and if Grantor’s bail bondsman license issued there under shall have expired or shall otherwise have been canceled or terminated, then this conveyance shall become null and void and be released at Grantor’s request and expense; otherwise it shall remain in full force and effect, provided that no release hereof shall

impair Grantor's warranties and indemnities contained herein.

- 6.2 In the event Grantor's successors conveys its interest in the Mortgaged Property, or any part thereof, to any other party, Beneficiary may, without notice to Grantor or Grantor's successors, deal with any owner of any part of the Mortgaged Property with reference to this Deed of Trust and the Secured Indebtedness, either by way of forbearance on the part of the Beneficiary or extension of time of payment of the Secured Indebtedness, or release of all or any part of the Mortgaged Property, or any other property securing payment of the Secured Indebtedness, without in any way modifying or affecting Beneficiary's rights and liens hereunder or the liability of Grantor or any other party liable for payment of the Secured Indebtedness, in whole or in part.
- 6.3 Grantor hereby waives all rights of marshaling in the event of any foreclosure of the liens and security interests hereby created.
- 6.4 Beneficiary shall be entitled to receive notice of condemnation of the Mortgaged Property and to join and participate as a party, if it selects, in any condemnation proceedings. Further, Beneficiary shall be entitled to receive any and all sums which may be awarded or become payable to Grantor for the condemnation of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All such sums are hereby assigned to Beneficiary, and Grantor shall, upon request of Beneficiary, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Beneficiary to collect and receipt for any such sums. Beneficiary shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums.
- 6.5 Beneficiary may collect the proceeds of any and all insurance that may become payable with respect to the Mortgaged Property, or any part thereof, and, at its option, may apply the same to the Secured Indebtedness in the order and manner set forth in Section 4.7 hereof, whether then matured or to mature in the future, and may deduct therefrom any expenses incurred in connection with the collection or handling of such proceeds, it being understood that Beneficiary shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of any of such proceeds.
- 6.6 Each and every party who signs this Deed of Trust, other than Beneficiary, and each and every subsequent owner of the Mortgaged Property, or any part thereof, covenants and agrees that such party will perform or cause to be performed, each and every condition, term, provision and covenant of this Deed of Trust, except such party shall have no duty to pay the Secured Indebtedness except in accordance with the terms of the transfer to such party. Wherever this Deed of Trust requires notice to Grantor, such notice shall be deemed to have been given on the day it is deposited in the united States mail in an envelope addressed to Grantor at the address stated on the first page hereof, or at Grantor's address as shown by Beneficiary's books.

- 6.7 If the rights and liens created by this Deed of Trust shall be invalid or unenforceable as to any part of the Secured Indebtedness, then any portion thereof that is so determined to be unsecured shall be completely paid prior to the payment of the remaining and secured portion of the Secured Indebtedness, and all payments made on the Secured Indebtedness of Grantor to Beneficiary shall be considered to have been paid on and applied first to the complete payment of any unsecured portion of such Secured Indebtedness.
- 6.8 This Deed of Trust is binding upon Grantor and Grantor's successors, and shall inure to the benefit of Beneficiary, and its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.
- 6.9 This Deed of Trust shall constitute a financing statement filed as a fixture filing. Unless otherwise stated herein or in an instrument filed or recorded subsequent to the filing of this Deed of Trust, the mailing address of Grantor (Debtor) is set forth on the first page hereof and the address of the Secured Party from which information may be obtained concerning the liens and security interests herein granted is the address set forth herein for Beneficiary. This Deed of Trust is to be filed for record in the Real Property Records of the County Clerk of the County or Counties in which the Mortgaged Property is located. Grantor is the record owner of the Mortgaged Property. A carbon, photographic or other reproduction of this Deed of Trust or of a financing statement pursuant hereto is sufficient as a financing statement.
- 6.10 In connection with any action taken by the Trustee or Beneficiary pursuant to this Deed of Trust, the Trustee or Beneficiary shall not be liable for any loss sustained by Grantor resulting from any failure to let the Mortgaged Property, or any part thereof, or from any other act or omission of the Trustee or Beneficiary in managing the Mortgaged Property unless such loss is caused by the willful misconduct of the Trustee or Beneficiary, nor shall the Trustee or Beneficiary be obligated to perform or discharge any obligation, duty, or liability under any Lease or under or by reason hereof or the exercise of rights or remedies hereunder. Grantor shall and does hereby agree to indemnify the Trustee and Beneficiary for, and to hold the Trustee and Beneficiary harmless from, any and all liability, loss, or damage, which may or might be incurred by the Trustee or Beneficiary under any such Lease or under or by reason hereof or the exercise of rights or remedies hereunder, and from any and all claims and demands whatsoever which may be asserted against the Trustee or Beneficiary by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any such Lease. Should the Trustee or Beneficiary incur any such liability, the amount thereof, including without limitation costs, expenses, and reasonable attorneys' fees, shall be secured hereby, and Grantor shall reimburse the Trustee or Beneficiary therefor immediately upon demand. Nothing in this section shall impose any duty, obligation, or responsibility upon the Trustee or Beneficiary for the control, care, management, leasing, or repair of the Mortgaged Property, nor for the carrying out of any of the terms and conditions of any such Lease; nor shall it operate to make the Trustee or Beneficiary responsible or liable for any waste committed on the Mortgaged Property by the tenants or by any other parties, or for any Hazardous Substance on or under the Mortgaged Property, or for any dangerous or defective condition of the Mortgaged

Property or for any negligence in the management, leasing, upkeep, repair, or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee, or stranger.

EXECUTED as of the date first above written.

GRANTOR:

Signature

Name: Print or type

SPOUSE (if applicable):

Signature

Name: Print or type

(Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,
20____, BY _____, WHO HAS STATED THAT HE
HAS READ THE FOREGOING DEED OF TRUST AND THAT IT IS TRUE AND
CORRECT, AND WHOSE PHOTO ID I HAVE SEEN AND VERIFIED AS BEING THE
PERSON SIGNING THIS DEED OF TRUST.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(Acknowledgment by spouse/if applicable)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,
20____, BY _____, WHO HAS STATED THAT SHE
HAS READ THE FOREGOING DEED OF TRUST AND THAT IT IS TRUE AND
CORRECT, AND WHOSE PHOTO ID I HAVE SEEN AND VERIFIED AS BEING THE
PERSON SIGNING THIS DEED OF TRUST.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS