

POTTER COUNTY BAIL BOND BOARD



APPLICATION FOR LICENSE – INDIVIDUAL

To obtain a new license or renew a license

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 four (4) copies. All must be securely bound, either by spiral-bound or contained in a three ring binder. Attachments must be included. All required documents must be in the application package. Identifying information (date of birth, social security number, and account numbers may be left off of the four (4) copies).
3. Application must include a check made out to the PCBBB in the amount of \$500.00.
4. Application must include a letter requesting the application be placed on the next scheduled board meeting.

Application for a new license must be submitted no later than seven (7) days prior to the next meeting to be timely received for inclusion on the board agenda.

Application to renew a current license must be filed not later than the 31st day before the license expiration date. If the license application will be presented at a board meeting the Surety must request in writing the application be placed on the agenda seven (7) days prior to the meeting to the Board Secretary.

All Renewal Applications..... shall include a list of all the license holder's active bonds, pending judgments nisi and final judgments pending payment.

Potter County Bail Bond Board Rules and Regulations Section 4 Licensing 4.2 (i)

5. All new license applications must be turned in to the Sheriff's Board Representative at the PCCC, 13100 NE 29th Amarillo, TX 79111. If the representative is not available the application may be given to the Potter County Treasurer or the Board Secretary. Application will be time/file stamped by the representative and such stamp will serve as proof to the date and time the application was received
6. 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.
7. Potter County Bail Bond Board Rules and Regulations Section 4 Licensing 4.2 g 5....if the application is not complete the application will not be accepted.

CHECK LIST FOR A NEW LICENSE APPLICATION BY AN INDIVIDUAL

SWORN APPLICATION 1704.154a		
1	Name, Date of Birth and Home Address	1704.154b2A
2	DBA of the business	1704.154b2C
3	Marital Status	1704.154b1
4	Street and Mailing Address of Business	1704.154b2D
5	Statement Regarding Prior Convictions	1704.154.153
6	Taxpayer Identification Number	4.2.f
7	Social Security Number	1704.154b1
8	Home and Business Address	1704.154b1
REQUIRED ATTACHMENTS CHECK LIST		
1	One (1) Original and Four (4) Bound Copies of Application	1704.154a
2	\$500 Application Fee	1704.154b4D
3	Letter Requesting Application Being Placed on Agenda	1704.154.b.1
4	Assumed Name Certificate	4.2.d
5	State of Final Judgments: If Applicant is, or has been, licensed in other counties	1704.154b4Gii
6	Sworn Financial Statement	1704.154b4B
7	Authorization of Release	4.2.g.2
8	Declaration of Compliance with Rules and Regulations	1704.154b4B
9	Three (3) Letters of Recommendations	1704.154.C
10	Photograph of Applicant	1704.154b4E
11	Set of Applicant Fingerprints	1704.154b4F
12	Statement of Intended Deposit	1704.154b2E
13	Assignment of Security	
14	Listing of Any Nonexempt Real Estate	
15	Legal Description of Property	1704.155(1)
16	Photo of Property	1704.154b1
17	Current Tax Statement	1704.155(2)
18	Property Appraisal Statement	1704.155(3)
19	Statement of Agreement to Pay Taxes	1704.155(4)
20	Proposed Deed of Trust	4.2.h.3
21	Copy of Insurance Policy Renewal	4.2.h.2
22	Non-Homestead Affidavit and Designation of Homestead	1704.155(6)
23	Documentary Evidence of Prior Employment (new apps only)	1704.152a4A
24	Continuing Legal Education Certificate	1704.152a4B
MUST INCLUDE A LIST OF ALL THE LICENSE HOLDERS ACTIVE BONDS - PENDING JUDGMENT NISI AND FINAL JUDGMENTS PENDING PAYMENT. (RENEWAL APPLICATION)		
THIS FORM IS TO BE COMPLETED AND INCLUDED IN THE PACKET WHEN YOUR APPLICATION IS TURNED IN. PLEASE DO NOT TURN IN APPLICATION IF IT IS NOT COMPLETE. BY SIGNING THIS YOU ARE STATING THAT THIS APPLICATION IS COMPLETE.		
APPLICANT: _____ DATE: _____		

POTTER COUNTY BAIL BOND BOARD



APPLICATION FOR LICENSE - INDIVIDUAL

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

1. Full Name of Applicant: _____

Any other names used by the applicant at any time: _____

Date of Birth: _____ Are you a United States Citizen? YES ___ NO ___

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 Address of Applicant: _____

Home Telephone: _____ 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)

1. _____ 4. _____ 7. _____

2. _____ 5. _____ 8. _____

3. _____ 6. _____ 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 you intend to pledge to the board:

A. CASH: total Value: \$ _____

<u>FORM OF DEPOSIT</u>	<u>VALUE</u>
Cash	\$ _____
Certificate of Deposit	\$ _____
Cashiers Check	\$ _____

B. REAL PROPERTY: Total Value: \$ _____ (list street addresses)

- 1.) _____ \$ _____
- 2.) _____ \$ _____
- 3.) _____ \$ _____
- 4.) _____ \$ _____
- 5.) _____ \$ _____

SIGNATURE

DATE

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

Notary Public
My Commission Expires: _____

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** *(form provided)*
A complete sworn financial statement listing all assets and liabilities. The original financial statement must include social security number and date of birth. You may omit this identifying information from the copies.
- _____ 7. **Authorization of Release** *(form provided)*
- _____ 8. **Declaration of Compliance of Rules and Regulations** *(form provided)*
A declaration that you will comply with the law regulating bail bond sureties as contained in the Texas Occupations Code Chapter 1704, and the Rules and Regulations of the Potter County Bail Bond Board.
- _____ 9. **Three (3) Letters of Recommendation**
Letters of recommendation from three (3) reputable persons who have known you for a period of at least three (3) years. 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 or Agent**
- _____ 11. **Fingerprints of the Applicant or Agent**
A set of fingerprints of the applicant or agent taken by an employee of the Potter County Sheriff's Office or otherwise approved by the Potter 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 the 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. **Photo of Property**
 A current 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** a current appraisal made 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, educational program, and professional certification program. A current appraisal is one made within twelve months of the date of the application.
 - _____ e. **Statement of Agreement to Pay Taxes**
 A statement agreeing to keep all taxes paid 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 Policy or Policy Renewal**
 An agreement to keep current the insurance on any improvements on the property against any damage or destruction while the property remains in trust, in the full value claimed for improvements, showing the board as beneficiary.
 - _____ h. **Non-Homestead Affidavit and 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.
 - _____ i. **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 (New applicants) ONLY**
 Documentary evidence that, in the two years preceding that 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**
 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.

APPLICANT _____

2

DATE: _____

Personal Financial Statement

Name _____

Home Address _____

Business Name and Address _____

Date of Birth _____ Social Security Number _____

Married _____ Unmarried _____ Separated _____ No. of Dependents _____

To the Potter 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 as of _____, 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 PCBBB, 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 at the Sheriff's Office.

I understand that the penalty for misrepresenting or omitting information on this statement includes denial of a bail bond surety license.

I SWEAR UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED IN THIS STATEMENT HAS BEEN CAREFULLY READ BY ME, AND IS A TRUE, CORRECT AND COMPLETE RECITATION OF ALL MY ASSETS AND LIABILITIES, KNOWN OR CONTINGENT.

SIGNATURE

DATE

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

Notary Public

ASSETS (Omit Cents)		LIABILITIES (Omit Cents)	
Cash in Banks (See Schedule 1)		Notes Payable to the Bank	UNSECURED
		(See Schedule 6)	SECURED
Securities (See Schedule 2)	MARKETABLE	Notes Payable to Other Entities (See Schedule 6)	UNSECURED
	UNMARKETABLE		SECURED
	RESTRICTED OR CONTROL STOCK	Other Notes OR Accounts Payable (See Schedule 6)	
Real Estate (See Schedule 7)	REAL ESTATE OWNED	Mortgages Payable (See Schedule 8)	REAL ESTATE OWNED
	HOMESTEAD		HOMESTEAD
	PARTIAL INTEREST IN R/E		PARTIAL INTEREST IN R/E
Accounts Receivable (See Schedule 3)		Due to Brokers	
Notes Receivable (See Schedule 3)		Taxes Owning	Income Taxes
			Other Taxes
Cash Value of Life Insurance-Net (See Schedule 4)		Due on Automobiles	
Automobiles (See Schedule 5)		Other Liabilities (Itemize)	
Other Personal Property			
Other Assets (Itemize)			
		Contingent Liabilities	
Total Assets		Total Liabilities	
		Net Worth (Total Assets Minus Total Liabilities)	

Contingent Liabilities	
DO YOU HAVE ANY CONTINGENT LIABILITIES? (If Yes, itemize below and give details on page 7)	
As Endorser OR Comaker	
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	

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

	YES	NO
1. Are any of the Assets held in trust, in an estate or in any other name or capacity?		
2. Were any of the Assets owned or claimed by your spouse before marriage?		
3. Were any of the Assets acquired by your spouse during marriage by gift or inheritance?		
4. Were any of the Assets recovered for personal injuries sustained by your spouse during marriage?		
5. 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?		
6. Do any of your Assets, except real estate, secure any debts?		
7. Are you a party to any suit or are there any unsatisfied judgments against you?		
8. Have you been through bankruptcy (last ten years) or made an assignment for benefit of creditors?		

I have explained fully on page 7 any "YES" answers to the foregoing questions.

SCHEDULES

Schedule 1 – Banking Relations (A list of all my checking and savings accounts.)			
Name	Location	Balance	If Pledged, To Whom

Schedule 2 – Stocks and Bonds							
Number of Shares	Name of Issuer	Where Traded	Market Per Share	Total Value	Pledged? Yes or No	Restricted Yes or No	Registered In Name Of

(Restricted Securities Meaning Restrictions Imposed by Letter, Legend, or Control.)

Schedule 3 – Notes and Accounts Receivable (Including Real Estate)

Maker	Original Amount	Present Balance	Payments	Maturity	Collateral, If Any

Note: If prior liens exist on any real estate notes listed above, please indicate lien holder and amount on page 7.

Schedule 4 – Life Insurance

Company	Face Amount	Cash Surrender or Loan Value	Policy Loan (If Any)	Is Policy or Cash Value Assigned?	Beneficiary

Schedule 5 – Automobiles

Make	Model	Year	VIN#	Registered In Name Of	Blue Book Value

Schedule 8 – Mortgages Payable						
Item No.	Monthly Payment	Lien Holder	Interest Rate	Insurance Carried	Original Amount	Present Balance
1						
2						
3						
4						
5						
6						
7						
Carry Totals to Page 2						
HOMESTEAD						
8						
Undivided Interests in Real Estate (Your % Only – Indicate % Ownership in Description)						
9						
10						
11						
12						
13						
Your % of Debt (To Page 2)						

If your liability exceeds your ownership %, please indicate amount in contingent liability section on Page 2.

Schedule 9 – Oil Interests (Show In Other Assets)				
Location and Description (No. Acres, Field, County, No. Wells)	Fractional Interests	Monthly Income	Present Valuation	Valuation by Whom

Please give explanations of contingent liabilities from Page 2.

Please list any prior liens that exist on any real estate notes listed on schedule 3, page 4. (indicate lien holder and amount)

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

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

DATE

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

Notary Public
My Commission Expires: _____

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 Potter County Bail Bond Board for the renewal period _____ (year), be released to the designated person assigned by the Potter County Bail Bond Board. This person can investigate any and all information provided in the attached copy of the financial statement I have filed with the board.

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

SIGNED AND SWORN TO before me this _____ day _____ 20____.

_____, Surety

_____, NOTARY PUBLIC

(SEAL)

FINAL JUDGMENTS

STATE OF TEXAS
COUNTY OF POTTER

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 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 and that arose directly or indirectly from any bail bond.

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.

COUNTY	COURT	CASE #	DEFENDANT'S NAME	JUDGMENT DATE	LIABILITY

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

The applicant must check #1 or #2.

SIGNATURE

DATE

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

Notary Public

My Commission Expires: _____

DECLARATION OF COMPLIANCE WITH RULES AND REGULATIONS

COUNTY OF POTTER § STATE OF TEXAS

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 Potter County Bail Bond Board to issue to me a license to act as a licensed surety in the courts of Potter 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 Potter County Bail Bond Board.

SIGNATURE

DATE

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

Notary Public

My Commission Expires: _____

(SEAL)

ASSIGNMENT OF SECURITY FOR BAIL BOND COLLATERAL

TO: POTTER COUNTY TREASURER

FROM: _____, BAIL BOND LICENSE HOLDER

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

SECURITY: _____ (Attach copy)

FINANCIAL INSTITUTION: _____

PAYABLE TO: _____

FACE AMOUNT: _____

DATED: _____

MATURITY DATE: _____

In order to obtain a Bail Bond License in Potter County, Texas and for the purpose of providing security for Bail Bonds written in Potter 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 Potter County Treasurer any and all right, title, claim and interest of whatever nature of ASSIGNOR in and to the SECURITY described above. The Potter 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 Potter 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 Potter County, Texas. The right of the Potter 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 Potter 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 Potter County, Texas. The Potter 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 Potter 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.

ASSIGNOR

DATE

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

Notary Public

My Commission Expires: _____

(SEAL)

FINANCIAL INSTITUTION ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

The FINANCIAL INSTITUTION acknowledges the assignment of the SECURITY described herein to the Potter County Treasurer. FINANCIAL INSTITUTION acknowledges the Potter 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 Potter 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 Potter County Treasurer. It is understood that notice to or consent of the ASSIGNOR to disposition of the SECURITY by the Potter 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 Potter County Treasurer's right to negotiate, redeem, collect and withdraw this SECURITY promptly.

AMOUNT OF CD: \$ _____ CD #: _____

ATTEST:

FINANCIAL INSTITUTION: _____

BY: _____

DATE: _____

Printed Name: _____

Job Title: _____

ASSIGNOR:

BY: _____

DATE: _____

Printed Name: _____

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

Notary Public
My Commission Expires: _____

DEED OF TRUST

Terms

Date: _____, 20____

Grantor: _____
Grantor's Mailing Address: _____

Trustee: Judge John Board or current Chairman of the Board

Trustee's Mailing Address: 501 S. Fillmore, District Courts Building
Amarillo, Potter County, TX 79101

Bondholder: Potter County Bail Bond Board
Bond Holder's Mailing Address: 13100 NE 29th Amarillo, Texas 79111

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):

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 Potter 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 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.

THE STATE OF TEXAS--COUNTY OF POTTER

This instrument was acknowledged before me on this the _____ day _____,
20_____.

(seal)

Notary Public
Printed Name: _____
Commission Expires: _____

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

STATE OF TEXAS *
 *
COUNTY OF POTTER *

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 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 Potter 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 _____, 200__.

Signature - Affiant (Surety)

SUBSCRIBED AND SWORN TO before me by _____ this _____ day of _____
_____ 200__.

Notary Public, State of Texas

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

STATE IF TEXAS *
 *
COUNTY OF POTTER *

BEFORE ME, the undersigned authority, on this day personally appeared _____ and spouse,
_____, each of whom, after being duly sworn, upon oath 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 Potter 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 _____, 200__.

Signature - Surety

Signature - Spouse

SUBSCRIBED AND SWORN TO before me by _____
and spouse, _____, this _____ day of _____ 200__.

Notary Public, State of Texas