

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

DATE: _____

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including county):

TRUSTEE: The Montgomery County Attorney, J.D. Lambright, or his successor in office.

TRUSTEE'S MAILING ADDRESS (including county):
207 W. Phillips, Room 100, Conroe, Montgomery County, Texas 77301

BENEFICIARY: Montgomery County Bail Bond Board

BENEFICIARY'S MAILING ADDRESS (including county):
501 N. Thompson, Room 201, Conroe, Montgomery County, Texas 77301

PROPERTY (including any improvements):

PRIOR LIENS (including recording information):

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

To secure payment of all final judgments on forfeitures on any bail bonds executed by the Grantor in accordance with Texas Occupations Code 1704.204, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property.

If Grantor pays all final judgments on forfeitures on any bail bonds executed by the Grantor in accordance with Texas Occupations Code 1704.204 and (a) ceases to engage in the bonding business, (b) ceases to maintain his/her bail bond license, and (c) presents a release by the Montgomery County Bail Bond Board and if no judgment or bond liability, actual or potential, is outstanding against Grantor, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary 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 Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy;
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments; and
9. not further encumber the property unless Grantor notifies the Montgomery County Bail Bond Board of Grantor's intent to encumber the property and the Board permits the encumbrance.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. Beneficiary may apply any proceeds received under the insurance policy either to satisfy final judgments on forfeitures on any bail bonds executed by Grantor or to repair or replace damaged or destroyed improvements covered by the policy.
3. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the office of the Montgomery County Bail Bond Board for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the judgment for matured unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
4. If Grantor fails to satisfy any final judgments on a forfeiture as required by Texas Occupations Code 1704.204 or to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, Beneficiary may:
 - a. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - b. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the judgment.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, the Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor; subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, 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.

GENERAL PROVISIONS

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall 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 shall remain superior to liens later created even if the time of payment of all or part of a judgment on a forfeiture is extended or part of the property is released,
5. If any portion of a judgment cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce a final judgment on a forfeiture. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default on a final judgment on a forfeiture or this deed of trust. Grantor will apply all rent and other income and receipts to payment of all final judgments on forfeitures and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due on all such judgments and this deed of trust, Grantor may retain the excess. If Grantor defaults in payment of a final judgment on a forfeiture or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred, in exercising Beneficiary's rights and remedies and then to Grantor's obligations on final judgments on forfeitures and this deed of trust is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under; any interest in excess of that maximum amount shall 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 shall 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 other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The phrase "final judgment on a forfeiture" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. Grantor represents to Beneficiary that no part of the Property is exempt as homestead, business or residential, from forced sale under the Texas Constitution or other laws.
13. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____

By _____.

 NOTARY PUBLIC IN AND FOR THE
 STATE OF _____

After recording return to:

Montgomery County Bail Bond Board
 501 N. Thompson, Room 201
 Conroe, Texas 77301