

-DEED OF TRUST-

-SECURING A BAIL BOND-

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____ of Brazoria County, Texas, hereinafter called Grantors (whether one or more) and in consideration of the sum of ONE DOLLAR (\$1.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto Matt Sebesta, Chairman, and Trustee of the Brazoria County Bail Bond Board, Brazoria County Courthouse, Angleton, Texas, and his successors in office or substitutes, all of the following described property situated in **Brazoria** County, Texas, to wit:

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and his successors in office or substitutes and assigns, forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his successors in office or substitutes and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of an indebtedness, to wit: Any obligations incurred by Grantors in the bonding business owned by Grantors known as: Brazoria County and/or the Brazoria County Bail Bond Board and/or the State of Texas as a result of any forfeiture of any bail bond condition that the above described property may be sold by Trustee herein named, or his duly appointed successors or substitutes, upon the failure of Grantors to comply with the covenants and conditions contained herein or in Article 2372p-3 6(f)(2), VACS, 1973, as amended, (hereinafter referred to as the "Bail Bond Act"), including failure to satisfy any final judgment of forfeiture that may be made on any bond on which Grantor is surety, as such final judgment is defined by the Texas Code of Criminal Procedure, 1965, as amended. Said final judgment may be payable to the Brazoria County District Clerk, and the amount of such judgment or judgments, together with all expenses, costs, and interest as allowed by applicable law. Should Grantors do and perform all of the convenience and agreements contained herein and make prompt payment of said indebtedness as it becomes due and payable, then this conveyance shall become void and shall be released at the expense of Grantors, by the Trustee or his successors in office. It is expressly understood that the Trustee and his successors in office acting for and on behalf of the State of Texas, have the full and complete power to release this Deed of Trust lien on all or any part of the above described property.

Grantors agree to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty, and not to permit or commit any waste of the said property, and to keep all improvements situated thereon insured against damage or destruction in the full amount of the current appraised value thereof. Grantor further agrees to provide the Brazoria County Bail Bond Board with receipts showing that the above described property has been timely paid and shall deliver to the Bail Bond Board a receipt for such tax and assessment before the time said tax or assessment would become delinquent. Grantors have executed this Deed of Trust as security for payment of any and all bail bonds issued by Grantors. Default in the terms of this Deed of Trust shall be deemed to occur if Grantors fail to satisfy any final judgment of forfeiture in full within thirty (30)

days following the entry thereof for failure to perform any of the conditions or terms hereof or of the Bail Bond Act. In the event of default, Grantors hereby expressly waiving presentment and demand for payment, it shall thereupon, or at any time thereafter be the duty of the Trustee, or his successor in office, to enforce this trust; and after advertising the time, place, and terms of the sale of the above described and conveyed property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the Courthouse door of the county where said real property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Trustee, action for and on behalf of the State of Texas, has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness by this Deed of Trust according to the records of the Trustee, action for and on behalf of the State of Texas, by the deposit of such notice, enclosed in postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Trustee, acting for and on behalf of the State of Texas, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of the county where such real property, then subject to the lien hereof, is situated (provided where said real property, then subject to lien hereof, is situated in more than one county then notice to be posted as herein provided shall be posted at the Courthouse door of each of such counties where said real property is situated, and said above described and conveyed property, may be sold at the Courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold) on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser, or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making conveyance; then the full amount of said indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or

assigns; and recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall immediately surrender and deliver possession of the property so sold to the Purchaser and in the event of their failure to do so, they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

Trustee, acting for and on behalf of the State of Texas, the Brazoria County Bail Bond Board and Brazoria County shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's, or mechanic's lien hereafter created on the above described property.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that any payments made on said indebtedness shall be first applied to the discharge of that portion of said indebtedness.

Trustee shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real 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 Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Trustee, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of

the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Trustee may elect. Trustee shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of any such sums.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and incur to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors, and assigns. In the event the Trustee named, or any successor to Chairman of the Brazoria County Bail Bond Board, shall cease to hold office as Chairman, then the Brazoria County Bail Bond Board is authorized to appoint a substitute trustee and the substitute trustee shall hold, possess and execute all the titles, rights and duties herein conferred on the Trustee named, and conveyance to the Purchaser shall be equally valid and effective. The right of sale hereunder shall not be equally valid and effective. The right of sale hereunder shall not be exhausted by one or any sale, but the Trustee may make other and successive sales until all of the property subject to the Deed of Trust be legally sold. Grantors expressly represent and covenant that no part of the above described property is either a residential or business homestead and that Grantors will not make any part thereof a residential or business homestead until after such time as this Deed of Trust lien has been properly released by the Trustee.

EXECUTED this _____ day of _____, A.D., 20__.

AFFIANT

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

Before me the above signed personally appeared and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY
OF _____, A.D., 20__.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

RETURN TO: TREASURER'S OFFICE
BRAZORIA COUNTY COURTHOUSE
111 E. LOCUST, ROOM 305
ANGLETON, TX 77515