

SPN: _____ AGENT: _____ PERSONAL CHECK IN (YES / NO)
(LARGE BONDS & BALANCES DUE)

DEFENDANT APPLICATION

DATE: _____

CLEARLY PRINT ALL INFORMATION

LAST NAME: _____ FIRST NAME: _____

MIDDLE NAME: _____ ALIAS: _____

STREET ADDRESS: _____ APT: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ CELL PHONE: _____

SS#: _____ DRIVERS LIC.#: _____ STATE: _____ DOB: _____

AGE: _____ CITIZEN? _____ RACE: _____ MALE/FEMALE: _____

E-MAIL: _____

EMPLOYER'S NAME: _____ PHONE #: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SPOUSE'S NAME: _____ CELL PHONE: _____

SPOUSE EMPLOYER: _____ PHONE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

REFERENCES: (ALL PHONE NUMBERS MUST BE DIFFERENT) REFERENCES WILL BE CALLED IF WE CAN NOT LOCATE YOU OR YOUR CO-SIGNER

1. NAME: _____

HM PHONE: _____ CELL PHONE: _____

RELATIONSHIP: _____

ADDRESS: _____

2. NAME: _____

HM PHONE: _____ CELL PHONE: _____

RELATIONSHIP: _____

ADDRESS: _____

3. NAME: _____

HM PHONE: _____ CELL PHONE: _____

RELATIONSHIP: _____

ADDRESS: _____

SPN: _____ AGENT: _____ PERSONAL CHECK IN (YES / NO)
(LARGE BONDS & BALANCES DUE)

INFORMACIÓN DEL DEMANDADO

FECHA: _____

IMPRIMA CLARAMENTE TODA LA INFORMACIÓN

APELLIDO: _____ PRIMER NOMBRE: _____

SEGUNDO NOMBRE: _____

DIRECCIÓN: _____ APT: _____

CIUDAD: _____ ESTADO: _____ CODIGO POSTAL: _____

NÚMERO DE TELEFONO: _____ CELULAR: _____

SEGURO SOCIAL: _____ NUMERO DE LICENCIA: _____ ESTADO: _____

FECHA DE NACIMIENTO: _____ EDAD: _____ CIUDADANO? (SI / NO)

RAZA: _____ MASCULINO/FEMENINO: _____

CORREO ELECTRONICO: _____

NOMBRE DE EMPLEO: _____ TELEFONO #: _____

DIRECCIÓN DE EMPLEO: _____

CIUDAD: _____ ESTADO: _____ CODIGO POSTAL: _____

NOMBRE DE ESPOSO/ESPOSA: _____ CELULAR: _____

EMPLEO DE ESPOSA (SA): _____ TELEFONO: _____

DIRECCIÓN: _____

REFERENCIAS: (¡TODOS LOS NÚMEROS DE TELÉFONO DEBEN SER DIFERENTES!) LAS REFERENCIAS SERÁN LLAMADAS SOLAMENTE SI NO PODEMOS LOCALIZARLO NI COMUNICARNOS CON USTED.

1. NOMBRE: _____ RELACIÓN: _____

NUM DE TELEFONO: _____ CELULAR: _____

DIRECCIÓN: _____

2. NOMBRE: _____ RELACIÓN: _____

NUM DE TELEFONO: _____ CELULAR: _____

DIRECCIÓN: _____

3. NOMBRE: _____ RELACIÓN: _____

NUM DE TELEFONO: _____ CELULAR: _____

DIRECCIÓN: _____

BAIL BOND INDEMNITOR/GUARANTOR PROMISES & AGREEMENT

(For Defendant _____, in Court _____)

READ CAREFULLY – You are Assuring Important Specific Obligations

- 1. Consideration.** The consideration or cause of this Agreement is the posting of a bail bond in the amount of \$_____.00 (_____ Dollars) by the Surety on behalf of the above named Defendant in the court specified above, and for such value received by the undersigned individually and/or on behalf of the above-named Defendant, the receipt of which is hereby acknowledged, and confessed, the undersigned hereby enters into this Agreement.
- 2. Indemnifications.** I, the undersigned, hereby agree to save and hold the surety and/or its agents and/or assigns harmless from any and all losses, charges, penalties, fees, judgments and/or assignments (hereafter "loss") whatsoever that may result from the failure of the above-named defendant to appear in court or elsewhere as ordered. I, the undersigned, further acknowledge and agree that such losses, charges, and penalties shall be a reasonable liquidated sum in the amount of no less than \$500.00 (Five Hundred Dollars), or in such other amount in excess of \$500 (Five Hundred Dollars) as may be determined and substantiated by the surety and/or its agents and/or its assigns. I, the undersigned, further hereby agree to pay any and all costs, charges, penalties, fees, judgments, and/or penalties associated with or resulting from the failure of the above-named defendant to appear in court or elsewhere as ordered, in U.S. Currency to the surety and its agents and/or assigns upon the failure of the above-named defendant to appear in court or elsewhere as ordered. A copy of the judgment of bond forfeiture naming the above-name defendant shall be prima facie evidence of loss incurred by surety and/or its agents and/or assigns.
- 3.** I, the undersigned, stipulate that any court of proper jurisdiction within the County of Harris, State of Texas, shall be a convenient and proper forum to bring any action or litigate any dispute under this agreement.
- 4. Waiver.** I, the undersigned, hereby wave to any extent permitted by law any and all rights, benefits, and protections provided to me pursuant to the United States Fair Debt Collection Practices Act, the Texas Fair Debt Collection Practices Act, the Texas Consumer Protection Act, and any similar state and or local statute or regulation.
- 5. Server-ability.** The provisions of this agreement are sever-able. If for any reason any provision of this agreement shall be declared illegal, invalid, void, or unenforceable, the remainder of this Agreement shall continue to be valid, effective, and enforceable, and this Agreement shall be construed and interpreted as if it has been entered into without the provision held to be illegal, invalid, void, or unenforceable.
- 6. Notices.** Unless otherwise waived by the undersigned by the execution of this agreement, any notice required or provided for herein shall be in writing, and shall be deemed to be given and received upon its personal delivery to the party to be notified, or upon its deposit in the United States Mail, postage prepaid, registered or Certified mail with return receipt requested, and addressed to the party to be notified at the address provided above by such party. The undersigned hereby acknowledges and agrees that it is the responsibility of the undersigned to promptly and regularly inform the surety and/or its agents and/or assigns of the undersigned current and valid mailing address. The following address is hereby designated for the receipt of such address notice by the undersigned to the surety and/or its agents and/or assigns: EZ Bail, 609 Houston Avenue, Houston, Texas 77007; Burns Bail Bonds, 609 Houston Avenue, Houston, Texas 77007.

X _____
Defendant/Indemnitor/Guarantor's Signature

PROMISSORY NOTE

\$_____00

DATE: _____, 20_____

For value received, the receipt of which is acknowledged, I, the undersigned (hereafter "maker"), promise to pay to the order of the holder of this Note on demand a total sum certain in the amount specified above, the interest at the rate of twelve percent (12%) per annum until paid, such interest to commence upon demand or one day following the date, if any specified in the following paragraph.

An initial partial payment toward the total sum certain specified above in the amount of \$_____ shall be paid contemporaneously with the execution of this Note, with the remaining balance of the initial partial payment to the amount of \$_____ due and payable no later than _____. Payment shall be made to the Holder at 609 Houston Avenue, Houston, Texas, 77007. Each maker, surety, endorser, and/or guarantor of this Note waves demand, notice of demand, notice of default in the event thereof, notice of intent to accelerate, notice of acceleration, presentment for payment, grace, protest, notice of protest, and notice of nonpayment, and consents to any extension, renewal, rearrangement, indulgence, release, discharge, or all legal delays and confess judgment in favor of any Holder, and all pleas of division of this Note by the Holder without notices. Each maker, surety, endorser, and/or guarantor of this Note further agrees that the time of payment hereof may be extended from time to time, one or more times, without notice, of extension(s) and without previous consent, and hereby bind themselves jointly and severally, unconditionally, and as original guarantors, for the payment thereof in principal and interest and other reasonable costs as provided below.

Should the Note not be paid when due, demandable, or upon demand, or should this Note be placed in the hands of an attorney or other collection agency for any reason, the makers, surety, endorsers, and/or guarantors jointly and severally agree to pay the reasonable fees of such attorney and/or guarantors jointly and severally agree to pay the reasonable charges and costs of collection, which said makers, surety, endorsers, and/or guarantors jointly and severally acknowledge and agree that such charges, costs, and fees shall be a reasonable liquidated sum in the amount of no less than \$500.00 (Five Hundred Dollars), or in such other amount in excess of \$500.00 which totals Thirty-Three and one-third percent (33 1/3%) of the amount then due on this Note together with interest and all reasonable costs, charges and fees as may be determined and substantiated by the surety and/or its agents and/or assigns.

The makers, surety, endorsers, and/or guarantors of this Note hereby acknowledge and agree that if married, he or she is acting for and on behalf of the community existing between him or her and his or her wife or husband.

Notwithstanding any provision herein regarding due date of payment, each maker, surety, endorser, and/or guarantor of this Note hereby acknowledge and agree that this Note shall become immediately due and payable upon the specific occurrence of the above-named Defendant's failure to appear in court as ordered, and further agree and acknowledge that the issue of a judgment of bond forfeiture shall serve as demand for payment of the principal and interest accrued thereon and thereafter, and that upon such specific occurrence, further demand and notice is thereby waived.

GUARANTEE: The undersigned hereby warrants and agrees that for the consideration herein above expressed, namely the posting of a bail bond by surety on the above-named Defendant in the above-named court, the receipt of which is hereby acknowledged and confessed, undersigned absolutely and unconditionally guarantees that surety and/or its agents and/or the Holder, the prompt, complete, and full payment upon demand or maturity, however such maturity may occur, of the guaranteed indebtedness. This Guarantee is agreed to be continuing Guarantee, executed for the benefit and on behalf of the above-named defendant, which shall remain binding upon each Guarantor until the Guaranteed indebtedness shall be paid in full. The Guarantor further acknowledges and agrees to bound by all the provisions of this Note. This Guarantee and Note may be executed in any number of counterparts, and each counterpart executed by the maker, surety, endorser, and/or guarantor shall be deemed to be an original as to such party. Each counterpart shall constitute one and the same instrument with all other counterparts executed in such parties, regardless of whether any such counterpart is executed by any other maker, surety, endorser, and/or guarantor.

X _____
Defendant/Indemnitor/Guarantor's Signature

AGENT: _____

INDEMNITOR CONTACT INFORMATION

DEFENDANT'S NAME: _____ DATE: _____

INDEMNITOR – LAST: _____ FIRST: _____ MIDDLE: _____

RELATION TO DEFENDANT: _____ HOW LONG KNOWN DEFENDANT: _____

HOME #: _____ CELL#: _____ PROVIDER: _____

EMAIL ADDRESS: _____

DOB: _____ SSN: _____ DR. LIC. NO: _____ STATE: _____

ADDRESS: _____ APT: _____ CITY: _____ STATE: _____

HOW LONG IN HOUSTON: _____ HOW LONG AT ADDRESS: _____ CIRCLE: RENTING / BUYING

EMPLOYER: _____ WORK ADDRESS: _____

WORK #: _____ EXT: _____ HOW LONG EMPLOYED: _____

POSITION / JOB DESCRIPTION: _____

SPOUSE'S NAME: _____ EMPLOYER / POSITION: _____

ADDRESS: _____ PHONE: _____ EXT: _____

MUST LIST THREE PERSONAL REFERENCES (FOR EXAMPLE: FRIENDS, NEIGHBORS, RELATIVES)

NAME: _____ RELATION: _____ HOW LONG KNOWN: _____

ADDRESS: _____ APT: _____ CITY: _____ PHONE: _____

NAME: _____ RELATION: _____ HOW LONG KNOWN: _____

ADDRESS: _____ APT: _____ CITY: _____ PHONE: _____

NAME: _____ RELATION: _____ HOW LONG KNOWN: _____

ADDRESS: _____ APT: _____ CITY: _____ PHONE: _____

PROMISSORY NOTE

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, as principal, promise to pay to the order of Burns Bail Bonds, EZ Bail or Shaun's Bonds, in the City of Houston, Harris County, Texas, the sum of _____ dollars, in legal money of the United States of America, with interest thereon at the rate of 12% per annum from date due until paid.

This note is due and payable in full as follows at the election of the holder:

Without demand or notice upon the forfeiture of the Bail Bond of _____ in case number(s) _____ or upon demand. A demand made upon one maker of this note shall be sufficient notice as a demand upon all said members, whether orally or in writing.

It is expressly agreed and provided that upon default in the punctual payment of this note when it becomes due and payable (punctual payment shall mean not to exceed five days after the note becomes due and payable as provided above) then an additional sum as reasonable collection fees shall be added to said principal and interest, and further, if the same is placed in the hands of an attorney for collection, then the undersigned agrees and promises to pay an additional sum as reasonable attorney's fees, which in no event shall be less than 40% of the principal and interest then owing.

It is expressly agreed and provided that after this note becomes due and payable, the holder hereof may agree to accept partial payments or payments in installments. Any such agreement or payments made with or by one indemnitor shall not affect the liability of any additional indemnitors who shall remain bound for the payment hereof.

Principal hereby acknowledges receipt of a copy of this Promissory Note and have read and understood the provisions of same before signing it.

Dated this _____ day of _____, 20____. _____

Principal

INDEMNITY AGREEMENT

EZ Bail, Shaun's Bonds, or Burns Bail Bonds (hereinafter called SURETY), at the request of the undersigned, and upon the surety hereof has or is about to become surety on an appearance bond for _____ (hereinafter called PRINCIPAL) in the sum of \$_____, a copy of which is attached hereto and made a part hereof for all purposes. If more than one bond is made or has been made, then this Agreement shall extend to cover all such bonds, and the terms of this Agreement shall apply and be enforceable against each bond individually or as a group NOW. THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the further consideration that the SURETY would not execute the above-requested bond or bonds in any amount without the indemnity of this Agreement, the undersigned, whether one or more, do hereby undertake, agree, and bind themselves, their legal representatives, successors and assigns as follows.

1. The undersigned will have the aforesaid Principal before the proper court from day to day as may be ordered or required by the court or any other court to which this case or bond may be transferred. Surety has no liability or obligation to inform or to keep the principal or the undersigned informed of any such dates or times the principal may be required to appear in any court for any hearing.
2. The undersigned will at all times indemnify and hold Surety harmless from and against every claim, demand, liability, cost, charge, council fee, expense, suit, order, judgment, or adjudication whatsoever which the said Surety shall or may for any cause sustain or incur by reason or in consequence of Surety having executed set bond or undertaking and will, upon demand by Surety, place the Surety in funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit, order, judgment or adjudication against it by reason of such suretyship, and before Surety shall be required to pay the same.
3. Any receipt, voucher, statement, check, or other evidence of any payment made by Surety or on behalf of Surety by reason of such suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate, both as the property thereof and as to the extent of the liability thereof from the undersigned to Surety.
4. If the Principal's case is dismissed and refiled under a new case number, or if the Principal shall be charged or indicted again for the same or similar offense, the indemnitor acknowledges all liability under this agreement remains as it were the original charge against the Principal, it being the intention of the parties that the undersigned shall remain liable to Surety so long as there remains any liability, potential liability, or potential loss resulting from the execution of the bond or bonds made the basis of this agreement.
5. The Surety may withdraw from its position at any time it appears, to the Surety, that the Principal is about to flee or does not intend to appear in court as required or for any other reason deemed sufficient by Surety, or if any indemnitor becomes insolvent or refuses to cooperate with Surety in any manner in connection with said bond or bonds, however, any withdrawal by Surety shall not terminate this Agreement and the liability hereunder created of the undersigned to Surety. The surrender of Principal does not terminate this Agreement. This Agreement shall not be returned by Surety at the time Surety shall be satisfied of the termination of its liability under said bond or bonds, but shall not be retained and continued for any unanticipated liability that may at any time occur thereafter.
6. This Agreement hereby provides that so long as there is any liability or loss of any nature whatsoever to Surety upon the bond or bonds referred to herein, the undersigned will not make any transfer or attempted transfer of any of the property given as security or of any interest therein, and Surety shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of said Surety having executed the bond or bonds herein referred to.
7. If there be more than one indemnitor securing the above-mentioned appearance bond or bonds, all liability shall be joint and several, however, release or payment by one shall not release any other unless expressly stated in writing. A default by any indemnitor shall be enforceable and binding against and upon all others.
8. The undersigned agrees to pay reasonable attorney's fee incurred in the enforcement of this Agreement which in no event shall be less than (40%) percent of the amount of the bond which this Agreement secures and indemnifies.
9. Venue of any action of this Agreement shall be in Harris County, Texas.
10. Surety shall have the right to transfer and/or assign in whole in part all of its rights and obligations under this Agreement. Such transfer or assignment may be made to a corporation, surety company, insurance company, individual or group of individuals, and howsoever made are to be in all things respected and recognized by the undersigned.
11. If any provision or provisions of this Agreement be void and/or unenforceable under the laws of any place governing its construction or enforcement, this Agreement shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provisions or provisions were omitted.
12. The undersigned hereby acknowledges that this indemnity Agreement sets forth all the terms of the agreement between Surety and the undersigned. All statements, representations, or affirmations made by Surety and/or its agents or employees prior to or contemporaneously with the execution of this Agreement shall be incorporated herein and unless herein contained are of no force and effect. The undersigned hereby states that the said Surety, its agents or employees have not recommended or suggested any Attorney or firm of Attorneys to represent the said Principal in any capacity.
13. The undersigned hereby give a security interest in property as security for the execution and faithful performance of the above Agreement and shall secure the payment of all claims, demands, liabilities, costs, charges, legal fees, disbursements, and expenses, including failure to pay the full amount of the bonding fee. The undersigned shall at his own expense insure said property for any theft, damage, loss, disappearance, or failure of Surety to return said property. Surety shall use reasonable care in the safekeeping of said property, however, should be the same be stolen, lost, damaged, destroyed or disappear in any manner while in the possession or constructive possession of Surety, the undersigned's exclusive and only resource shall be against the insurance policy and the undersigned hereby holds the Surety harmless for failure to return said property for any reason whatsoever, including any negligence of the Surety in the care, safekeeping or the return of said property. Any deeds of trust, liens or other paperwork regarding this Agreement and any property interest is hereby incorporated by reference and made a part of this Agreement.
14. If the property or any part thereof given as security under this Agreement is cash money, it is expressly agreed and understood that no interest or increase shall ever be due or payable at any time upon said cash money so long as the same is retained for any purpose by Surety in securing all the terms of this Agreement and until all liabilities of the undersigned have been finally discharged.
15. At any time, Surety believes the prospect of payment of any obligation secured hereby or the performance of this Agreement is impaired, Surety may declare this Agreement to be in default. At any time, Surety has become obligated to pay or has expended money or time to surrender the Principal on the bond or bonds or has paid any portion of the bond or bonds or any costs after forfeiture. Surety may make a demand for reimbursement upon the undersigned, and, upon failure to so reimburse Surety, then Surety may declare a default and proceed to liquidate said secured property, at public or private sale, and the proceeds used to reimburse Surety, and the balance, if any, to be used as cash collateral to secure any further liability under this Agreement. Surety will give the undersigned reasonable notice of the time and place of sale and it shall be conclusively presumed that the requirements of reasonable notice are met if such notice is mailed, postage prepaid, to the address of the undersigned shown at the end of this Agreement at least ten (10) days before time of sale or disposition. Surety shall have all the rights and remedies or a secured party under the Uniform Commercial Code or other applicable law as well as any additional rights as provided herein, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. The waiver of any default hereunder shall not be a waiver of any subsequent default.

YOU ARE ASSUMING SPECIFIC OBLIGATIONS – READ CAREFULLY

X _____ Date: _____

DEED OF TRUST

THE STATE OF _____ §

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF _____ §

That _____ of _____ County, _____ hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) 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 **John Burns**, Trustee, of Harris County, Texas, and his substitutes or successors, all of the following described property situated in _____ County, _____ 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 to his substitutes or successors 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 substitutes or successors and assigns forever, against the 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 one certain promissory note of even date herewith in the principal sum of \$ _____ executed by Grantors, payable to the order of _____ in the City of _____ County, Texas payable as follows, to-wit:

IN FULL UPON DEMAND OR WITHOUT DEMAND OR NOTICE UPON THE FORFEITURE OF THE BAIL BOND OF _____ IN CASE NO. _____, FILED IN _____ COUNTY, _____, BEARING INTEREST AS THEREIN STIPULATED, PROVIDING FOR ACCELERATION OF MATURITY AND FOR ATTORNEY'S FEES.

Should Grantors make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary.

That in the event of default in the payment of the note hereby secured, in accordance with the terms thereof, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary, (which request is hereby conclusively presumed) 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 Beneficiary (the holder of the indebtedness secured hereby) 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 secured by this Deed of Trust according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, and 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 the lien hereof, is situated in more than one county the 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, then subject to the lien hereof, 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 AM and four o'clock PM 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 the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other 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 matter 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.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof: and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust. Beneficiary 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.

The beneficiary, in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

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 forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, 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 upon 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.

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, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens, and remedies of the holders of the indebtedness so paid.

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 the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit: To induce _____ to execute the Bail Bond for the party in the case number mentioned in the Note.

It is expressly understood and agreed that should Grantors, their heirs or assigns, fail to pay any other indebtedness, or any part thereof, principal or interest, as the same becomes due and payable, which may be secured by a prior lien or liens on the property herein described, the indebtedness hereby secured, at the option of the holder hereof, shall become due and payable.

GRANTORS EXPRESSLY REPRESENT THAT THE PROPERTY HEREINABOVE MENTIONED AND CONVEYED TO THE TRUSTEE FORMS NO PART OF ANY PROPERTY OWNED, USED OR CLAIMED BY GRANTORS AS EXEMPTED FROM FORCED SALE UNDER THE LAWS OF THE STATE OF TEXAS, AND GRANTORS RENOUNCE ALL AND EVERY CLAIM THERETO UNDER ANY SUCH LAW OR LAWS. THIS IS NOT MY HOMESTEAD.

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

X _____

X _____

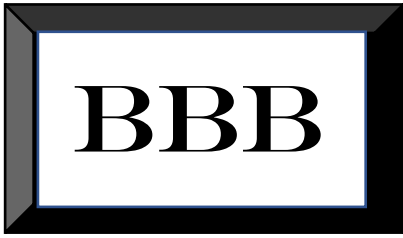
STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person_ whose name_ subscribed to the foregoing instrument, and acknowledged to me that _he_ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A.D. 20_____.

Notary Public in and for Harris, County, Texas.

Please Return To:
Burns Bail Bonds
609 Houston Ave.
Houston, TX 77007



BURNS BAIL BONDS

609 HOUSTON AVE., HOUSTON, TEXAS 77007
TELEPHONE (713) 227-3400 FAX (713)228-4606

JOHN BURNS
CHRIS FREYER
SHAUN BURNS
SHELBY BURNS

Credit/Debit Authorization Form

Date: _____

I, _____, authorize Burns Bail Bonds to charge the below-mentioned Credit/Debit Card for the total amount of \$_____. This charge is pertaining to the defendant, _____, with a date of birth of _____. The case #(s) is/are _____.

This case(s) pertain(s) to _____, County, Court #(s) _____.

Name on Card	Card #	Expiration Date

CVV Code: _____

Zip Code: _____

Card Holder's Signature