

Becky Landrum

8D
FILED FOR RECORD
BECKY LANDRUM
COUNTY CLERK HUNT CO. TX

From: Heath Hyde <heath@heathhydelawyer.com>
Sent: Tuesday, December 6, 2022 1:58 PM
To: Becky Landrum
Subject: Bail Bond Agenda

22 DEC -6 PM 1:59

DEPUTY: 

Caution! This message was sent from outside your organization.

Becky,

We would like to add Mark Bassham Bail Bonds to the agenda for discussion at the meeting on 12/20/22. We need to substitute some property and a cashier's check for the for the current property that is listed.

Thank you,
Amanda Wilson
Heath Hyde Attorney and Counselor

**AFFIDAVIT REGARDING TWO TRACKS OF REAL ESTATE
BEING PLEDGED TO THE HUNT COUNTY BAIL BOND BOARD**

22 DEC 19 AM 10:04
DUTY

PROPERTY DESCRIPTION:

**STALLINGS 3RD & 4TH BLOCK 7, LOT 4, 1.7906 ACRES IN KAUFMAN COUNTY TEXAS AND
STALLINGS 3RD & 4TH BLOCK 8 LOT 3, .2064 ACRES IN KAUFMAN COUNTY TEXAS.**

I, HEATH HYDE, AGREE TO KEEP ALL TAXES PAID ON THE ABOVE DESCRIBED PROPERTY. ADDITIONALLY, I AGREE NOT TO FURTHER ENCUMBER THE PROPERTY, FURTHER, I AGREE TO MAINTAIN INSURANCE ON THE ABOVE PROPERTY. I AGREE TO NAME THE BAIL BOND BOARD AS THE BENEFICIARY ON THE IMPROVEMENTS IF ANY "THERE ARE NO IMPROVEMENTS ON THE PROPERTY AT THIS TIME THE NET VALUE OF THE PROPERTY COMBINED TOGETHER IS \$101,595.00 ONE-HUNDRED-ONE THOUSAND FIVE- HUNDRED NINETY-FIVE DOLLARS AND NO CENTS".

I AM MARRIED.

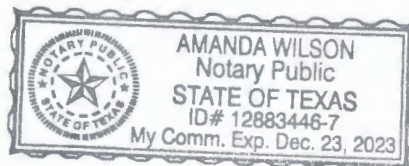
I SWEAR THAT THE STATEMENTS MADE IN THIS AFFIDAVIT ARE TRUE AND CORRECT.

Heath Hyde
HEATH HYDE

STATE OF TEXAS, COUNTY OF Texas.

ON THIS 6th DAY OF DECEMBER OF 2022 THAT THE ABOVE STATEMENT WAS SIGNED BY HEATH HYDE, WHO IS PERSONALLY KNOWN BY ME AND THAT I WITNESSED HEATH HYDE SIGN THE ABOVE STATEMENT.

Amanda Wilson
NOTARY STATE OF TEXAS



AFFIDAVIT OF SPOUSE STATE OF TEXAS

COUNTY OF HUNT

1. "MY NAME IS Kristi Hyde, I AM OVER THE AGE OF EIGHTEEN (18) YEARS, AND AM FULLY COMPETENT IN ALL RESPECTS TO MAKE THIS AFFIDAVIT, HAVING PERSONAL KNOWLEDGE OF THE FACTS AS STATED HEREIN, AND STATE THAT THEY ARE ALL TRUE AND CORRECT.

2. I AM THE SPOUSE OF HEATH HYDE WHO IS PLEDGING REAL PROPERTY TO THE HUNT COUNTY BAIL BOND BOARD THAT IS DESCRIBED WITHIN THIS AFFIDAVIT.

3. I UNDERSTAND MY COMMUNITY PROPERTY RIGHT AS THE SPOUSE OF HEATH HYDE, TO THE REAL PROPERTY LOCATED IN KAUFMAN COUNTY, TEXAS AND FURTHER DESCRIBED IN A LEGAL DESCRIPTION AS PROPERTY DESCRIPTION:

STALLINGS 3RD & 4TH BLOCK 7, LOT 4, 1.7906 ACRES IN KAUFMAN COUNTY TEXAS AND STALLINGS 3RD & 4TH BLOCK 8 LOT 3, .2064 ACRES IN KAUFMAN COUNTY TEXAS. I APPROVE OF THE PLEDGING OF THIS PROPERTY TO THE HUNT COUNTY BAIL BOND BOARD.

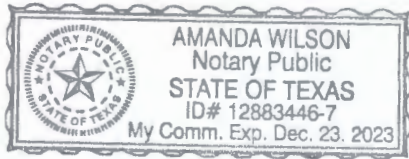
IS PLEDGED AS COLLATERAL TO HUNT COUNTY BAIL BOND BOARD AND I HAVE RELINQUISHED ALL RIGHTS I MAY HAVE OR WILL HAVE IN THAT REAL PROPERTY.

4. I KNOWINGLY AND INTENTIONALLY WAIVE MY COMMUNITY PROPERTY RIGHTS TO THE ABOVE DESCRIBED REAL ESTATE LOCATED IN KAUFMAN COUNTY TEXAS.

SIGNATURE OF SPOUSE Kristi Hyde."

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6th DAY OF December 2022, BY Kristi Hyde, WHO IS PERSONALLY KNOWN TO ME, VERIFIED AS BEING THE PERSON MAKING THIS AFFIDAVIT.

Amanda Wilson NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



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

STATE OF TEXAS *
*
COUNTY OF HUNT *

BEFORE ME, the undersigned authority, on this day personally appeared Heath Hyde and spouse, Kristi Hyde, 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)

Stallings 3rd & 4th Block 7 Lot 4 Kaufman County Texas

That they now reside upon, use and claim as their legal homestead the following described property, to-wit (describe homestead property) 1303 CR 1444 Sulphur Springs Texas 75482

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 HUNT 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.

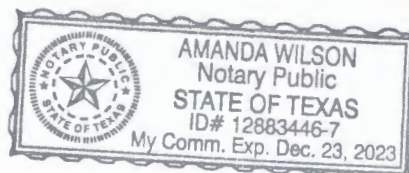
EXECUTED this 6th day of December, 2022.

Heath Hyde
Signature - Surety

Kristi Hyde
Signature - Spouse

SUBSCRIBED AND SWORN TO before me by Heath Hyde
and spouse, Kristi Hyde, this 6th day of December 2022

Amanda Wilson
Notary Public, State of Texas



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

STATE OF TEXAS

*

COUNTY OF HUNT

*

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Stallings 3rd & 4th Block 8 Lot 3 Kaufman County Texas

That they now reside upon, use and claim as their legal homestead the following described property, to-wit (describe homestead property) 1303 CR 1444 Sulphur Springs Texas 75482

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.

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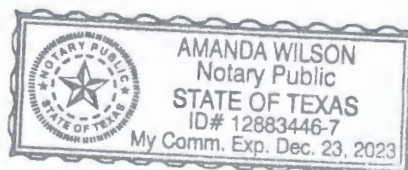
EXECUTED this 10th day of December, 2022.

Heath Hyde
Signature - Surety

Kristi Hyde
Signature - Spouse

SUBSCRIBED AND SWORN TO before me by Heath Hyde
and spouse, Kristi Hyde, this 10th day of December 2022

Amanda Wilson
Notary Public, State of Texas



Kaufman Central Appraisal District
 PROPERTY 37456 R
 Legal Description
 STALLINGS 3RD & 4TH, BLOCK 8, LOT 3

OWNER ID
 249978
 OWNERSHIP
 100.00%

PROPERTY APPRAISAL INFORMATION 2023

HYDE HEATH
 214 CONNALLY ST
 SULPHUR SPRINGS, TX 75482

Entities
 CAD 100%
 CT 100%
 KC 100%
 P3 100%
 RB 100%
 ST 100%
 TV 100%

Values	
IMPROVEMENTS	0
LAND MARKET	+ 22,475
MARKET VALUE	= 22,475
PRODUCTIVITY LOSS	- 0
APPRAISED VALUE	= 22,475
HS CAP LOSS	- 0
ASSESSED VALUE	= 22,475

Ref ID1: R37456
 00.3510.0008.0003.00.06.06

Ref ID2: S3510-0130-00
 Map ID D4-A-2

ACRES:
 EFF. ACRES:

APPR VAL METHOD: Cost

SITUS

GENERAL

UTILITIES
 TOPOGRAPHY
 ROAD ACCESS
 ZONING
 BUILDER
 NEXT REASON
 REMARKS

LAST APPR. AM
 LAST APPR. YR 2023
 LAST INSP. DATE 10/31/2022
 NEXT INSP. DATE

23 FIELD INSPECTION NO CHANGE

EXEMPTIONS

PICTURE



BUILDING PERMITS

ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL

SALE DT	PRICE	GRANTOR	DEED INFO
12/06/2022	*****	DROUIN RON	WD / 7912 / 242
09/20/2022	*****	AMERICAN COLOR	WD / 7879 / 194
07/05/2022	*****	COMBS BOBBY EUG	EXD / 7710 / 14

SUBD: S3510 100.00% NBHD:28-002 100.00%

IMPROVEMENT INFORMATION

#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE

IMPROVEMENT FEATURES

SUBD: S3510 100.00% NBHD:28-002 100.00%

LAND INFORMATION

L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
1.	RES LOT		S2.50	C1	N	SQ	8,990.0000 SQ	2.50	22,475	1.00	1.00	A	22,475				0.00	0
													22,475					0

Comment: ARS Segment LotR37456 001 03

Kaufman Central Appraisal District
 PROPERTY 37453 R
 Legal Description
 STALLINGS 3RD & 4TH BLOCK 7 LOT 4

OWNER ID
 249978
 OWNERSHIP
 100.00%

PROPERTY APPRAISAL INFORMATION 2023

HYDE HEATH
 214 CONNALLY ST
 SULPHUR SPRINGS, TX 75482

Entities
 CAD 100%
 CT 100%
 KC 100%
 P3 100%
 RB 100%
 ST 100%
 TV 100%

Values
 IMPROVEMENTS 0
 LAND MARKET + 79,120
 MARKET VALUE = 79,120
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 79,120
 HS CAP LOSS - 0
 ASSESSED VALUE = 79,120

Ref ID1: R37453
 00.3510.0007.0004.00.06.06

Ref ID2: S3510-0125-00
 Map ID D4-A-2

ACRES: .0000
 EFF. ACRES: .0000

APPR VAL METHOD: Cost

SITUS

GENERAL

UTILITIES LAST APPR. AM
 TOPOGRAPHY LAST APPR. YR 2023
 ROAD ACCESS LAST INSP. DATE 10/31/2022
 ZONING NEXT INSP. DATE
 BUILDER
 NEXT REASON
 REMARKS 23 FIELD INSPECTION NO STRUCTURES
 ADDED

BUILDING PERMITS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT	PRICE	GRANTOR	DEED INFO
12/05/2022	*****	DROUIN RON	WD / 7912 / 40
11/07/2022	*****	AMERICAN COLOR	WD / 7879 / 191
07/05/2022	*****	COMBS BOBBY EUG	EXD / 7710 / 14

SUBD: S3510 100.00% NBHD:28-002 105.00%

IMPROVEMENT INFORMATION

#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
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EXEMPTIONS

PICTURE



IMPROVEMENT FEATURES

SUBD: S3510 100.00% NBHD:28-002 100.00%

LAND INFORMATION

IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT	PRC	AG VALUE		
1.	RES LOT		TSRL01	C1	N	A	1.7906 AC	44,186.42	79,120	1.00	1.00	A	79,120					0.00	0		
													79,120								0

Comment: ARS Segment LotR37453 001 03

Property Details

Account	
Property ID:	37456
Legal Description:	STALLINGS 3RD & 4TH BLOCK 8 LOT 3
Geographic ID:	00.3510.0008.0003.00.06.06
Agent:	
Type:	Real
Location	
Address:	
Map ID:	D4-A-2
Neighborhood CD:	28-002
Owner	
Owner ID:	249978
Name:	HYDE HEATH
Mailing Address:	214 CONNALLY ST SULPHUR SPRINGS, TX 75482
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$22,475
Agricultural Market Valuation:	\$0
Market Value:	\$22,475
Ag Use Value:	\$0

Appraised Value:	\$22,475
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$22,475

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	KAUFMAN CAD	0.000000	\$22,475	\$22,475
CT	CITY OF TERRELL	0.764200	\$22,475	\$22,475
KC	KAUFMAN COUNTY	0.345850	\$22,475	\$22,475
P3	PRECINCT 3	0.000000	\$22,475	\$22,475
RB	ROAD & BRIDGE	0.070412	\$22,475	\$22,475
ST	TERRELL ISD	1.313600	\$22,475	\$22,475
TV	TRINITY VALLEY CC	0.115494	\$22,475	\$22,475

Total Tax Rate: 2.609556

Property Details

Account	
Property ID:	37453
Legal Description:	STALLINGS 3RD & 4TH BLOCK 7 LOT 4
Geographic ID:	00.3510.0007.0004.00.06.06
Agent:	
Type:	Real
Location	
Address:	
Map ID:	D4-A-2
Neighborhood CD:	28-002
Owner	
Owner ID:	249978
Name:	HYDE HEATH
Mailing Address:	214 CONNALLY ST SULPHUR SPRINGS, TX 75482
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$79,120
Agricultural Market Valuation:	\$0
Market Value:	\$79,120
Ag Use Value:	\$0

Appraised Value:	\$79,120
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$79,120

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

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CAD	KAUFMAN CAD	0.000000	\$79,120	\$79,120
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RB	ROAD & BRIDGE	0.070412	\$79,120	\$79,120
ST	TERRELL ISD	1.313600	\$79,120	\$79,120
TV	TRINITY VALLEY CC	0.115494	\$79,120	\$79,120

Total Tax Rate: 2.609556

DEED OF TRUST

FILED FOR RECORD
BECKY LANDRUM
COUNTY CLERK

22 DEC 19 AM 10:06

DEPUTY

Terms

Date: December 6, 2022

Grantor:
Grantor's Mailing Address: Heath Hyde
214 Connally Street
Sulphur Springs, Texas 75482

Trustee: J. Andrew Bench or current Chairman of the Hunt County
Bail Bond Board

Trustee's Mailing Address: 2507 Lee Street, Greenville, Hunt County, Texas 75401

Bondholder: HUNT County Bail Bond Board
Bond Holder's Mailing Address: 2507 Lee Street, Greenville, Hunt County, Texas 75401

Bond(s): All present and future Bonds issued by Grantor to Bondholder.
Grantor is pledging \$ 79,120.00 of the appraised value of
\$ 79,120.00 of the pledged property.

Property (including any improvements): Stallings 3rd & 4th Block 7 Lot 4
Kaufman County Texas
Property I.D. 37453

Prior Lien: Ø

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 HUNT 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 foreclosure 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.

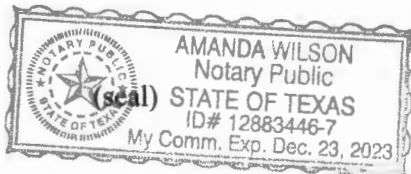
7. Interest on the debt secured by this deed of trust will not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been 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.

Heath Hyde

THE STATE OF TEXAS--COUNTY OF HUNT

Before me, a Notary Public, on this day personally appeared Heath Hyde, known to me, or proved to me through Texas DL (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day December, 2022.



Amanda Wilson
Notary Public
Printed Name: Amanda Wilson
Commission Expires: 12/23/23

FILED FOR RECORD
BECKY LANDRUM
COUNTY CLERK
22 DEC 19 AM 10:06
PITY

DEED OF TRUST

Terms

Date: December 6, 2022

Grantor: Heath Hyde
Grantor's Mailing Address: 214 Connally Street
Sulphur Springs Texas 75482

Trustee: J. Andrew Bench or current Chairman of the Hunt County Bail Bond Board

Trustee's Mailing Address: 2507 Lee Street, Greenville, Hunt County, Texas 754001

Bondholder: HUNT County Bail Bond Board
Bond Holder's Mailing Address: 2507 Lee Street, Greenville, Hunt County, Texas 75401

Bond(s): All present and future Bonds issued by Grantor to Bondholder.
Grantor is pledging \$ 22,475.00 of the appraised value of
\$ 22,475.00 of the pledged property.

Property (including any improvements):
Stallings 3rd & 4th Block 8 Lot 3
Kaufman County Texas
Property ID. 37456

Prior Lien: Ø

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 HUNT 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 foreclosure 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.

Heath Hyde

THE STATE OF TEXAS—COUNTY OF HUNT

Before me, a Notary Public, on this day personally appeared Heath Hyde, known to me, or proved to me through Texas DL (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day December, 2022.

Amanda Wilson
Notary Public
Printed Name: Amanda Wilson
Commission Expires: 12/23/23

