8-A

Kaufman County Laura Hughes County Clerk

Instrument Number: 2023-0000002

FILED FOR RECORD at 10:∞ o'clock A M

JAN 03 2022

County Clerk, Funt County, Tex.

Billable Pages: 4 Number of Pages: 5

CLERKS COMMENTS
WALK IN



STATE OF TEXAS COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura Hughes, County Clerk

Recorded By:	Beatriz Sauceda	, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

HEATH HYDE 214 CONNALLY ST SULPHUR SPRINGS, TX 75482



Terms

INST # 2023-0000002

DEED OF TRUST

Date:	Decemberle, 2022
Grantor: Grantor's Mailing Address:	Heath Hyde 214 Connally Street Sulphur Springs Texas 75492
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: Bond Holder's Mailing Address:	HUNT County Bail Bond Board 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 improvem	Stallings 3rd &4th Block & Lot 3 Kaufman County Texas Property I.D. 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;

- 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-
 - 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;
- Comply at all times with the requirements of the 80.0% co-insurance clause;
- 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;
- Obey all laws, ordinances, and restrictive covenants applicable to the Property;
- Keep any buildings occupied as required by the insurance policy; and
- 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

- Bondholder may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
- 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 ion 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.
- 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 -

 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;
- 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

- 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.
- 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 nonusurious 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 HUNT

Before me, a Notary Public, on this day personally appeared known to me, or proved to me through Tevas 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

AMANDA WILSON Notary Public STATE OF TEXAS ID# 12883446-7 My Comm. Exp. Dec. 23, 2023 Notary Public Printed Name: Commission Expires:

> INST # 2023-0000002 Filed for record in Kaufman Counts On: 1/3/23 at 8:21 AM

8-B

Kaufman County Laura Hughes County Clerk

Instrument Number: 2023-000001

at 10:000 o'clock A M

JAN 03 2022

BECKY LANDRUM
County Clerk, Flunt County, Tex.
By

Billable Pages: 4 Number of Pages: 5

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
	WALK IN
On: 01/03/2023 at 08:21 AM	
Document Number: 2023-0000001	
Receipt No: 23-007	
Amount: \$ 38.00	
Vol/Pg: <u>V:7938 P:118</u>	



STATE OF TEXAS COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura Hughes, County Clerk

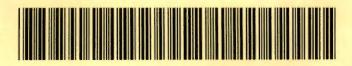
Recorded By: Beatriz Sauceda , Deputy

Sama a. Hu

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

HEATH HYDE 214 CONNALLY ST SULPHUR SPRINGS, TX 75482



DEED OF TRUST

lerms	
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 754001
Bondholder: Bond Holder's Mailing Address:	HUNT County Bail Bond Board 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 improveme	Stallings 3rd & 4th Plack 7 Lot 4 Rautman 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 ----

- Keep the Property in good repair and condition;
- 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;
- 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 ion 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.
- 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.
- 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.
- 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 HUNT

Before me, a Notary Public, on this day personally appeared that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this

AMANDA WILSON Notary Public STATE OF TEXAS ID# 12883446-7 My Comm. Exp. Dec. 23, 2023 Notary Public A Printed Name: Manage Wilson Commission Expires: 12/23/23

INST # 2023-0000001 Filed for record in Kaufman County On: 1/3/23 at 8:21 AM



Dallas County John F. Warren **Dallas County Clerk**

Instrument Number: 202300001460

Real Property Recordings

Recorded On: January 04, 2023 09:55 AM

Number of Pages: 2

" Examined and Charged as Follows: "

Total Recording: \$26.00



*********** THIS PAGE IS PART OF THE INSTRUMENT ***********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number:

202300001460 HEATH HYDE

Receipt Number:

20230104000215 214 CONNALLY ST

Recorded Date/Time:

January 04, 2023 09:55 AM

User:

Kathleen M

Station:

CC06

SULPHUR SPRINGS TX 75482



STATE OF TEXAS **Dallas County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Dallas County, Texas

John F. Warren **Dallas County Clerk** Dallas County, TX

RELEASE OF LIEN

THE STATE OF TEXAS		KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DALLAS	9	
AND EQUITABLE OWNER AND HOLE FEBRUARY 17, 2014, EXECUTED BY	DER OF THE HEATH H' ICENCED	D, OF HUNT COUNTY, TEXAS, THE LEGAL HAT CERTAIN DEED OF TRUST DATED YDE AS GUARANTOR TO BE USED AS BAIL BONDSMAN IN HUNT COUNTY, TEXAS RTY TO WIT:
BEING SITUATED IN THE COUNTY OF CITY BLOCK NO. 1228 DICEMAN AND DD05082012 CO-DC 7530 0 00000 2007	VE. DA BL	S, STATE OF TEXAS, AND BEING PART OF K 7530 PT LTS 3 & 4, INT201200131204.
		201400037128 OF THE DEEDS OF TRUST D ON FEBRUARY 17, 2014 AT 10:04:09 A.M.
HAS RELEASED AND DISCHARGED AND DISCHARGE, (1.) THE DEED OF INTERESTS AND ASSIGNMENTS ARE SECURITY INTERESTS HELD BY THE EXECUTED AS OF DAY OF HUNT COUNTY BAIL BOND BOARD BY:	AND BY TRUST B RISING TI B UNDER:	· · · · · · · · · · · · · · · · · · ·
THE STATE OF TEXAS THE COUNTY OF HUNT	60 60 60	
THE INSTRUMENT WAS AKNOWLE ANUARY , 2023 BY COUNTY BAIL BOND BOARD, HUN JANICE K EVANS My Notary ID # 12466 Expiree August 29, 2	J. ANDRE T COUNTY	W BENCH, THE CHAIRMAN OF THE HUNT