

8-c

**Becky Landrum**

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**From:** Bargain Bail Bonds II & Big Daddy's Bail Bonds <bbb\_2802@yahoo.com>  
**Sent:** Tuesday, April 11, 2023 12:30 PM  
**To:** Becky Landrum  
**Subject:** Agenda Request

Caution! This message was sent from outside your organization.

Hello! I need to be placed on the agenda for the Bail Bond Board meeting, if possible. This would be to place Property #54188-900 M L King Dr Commerce, Texas as collateral for Bargain Bail Bonds II. If you have any questions, please let me know!

**Thank you,**  
**Charli Wallace**  
**Greenville Office:**  
**BARGAIN BAIL BONDS II Lic #0018**  
2802 Stonewall Street  
Greenville, Texas 75401  
903.454-2663 Phone  
903.454-2664 Phone  
903.454-2071 Fax

8-C-1

## Becky Landrum

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**From:** Bargain Bail Bonds II & Big Daddy's Bail Bonds <bbb\_2802@yahoo.com>  
**Sent:** Tuesday, April 11, 2023 1:54 PM  
**To:** Becky Landrum  
**Subject:** Re: Agenda Request

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Caution! This message was sent from outside your organization.

The value would be \$30,770- sorry forgot about that part.

**Thank you,**

**Greenville Office:**

**BARGAIN BAIL BONDS II** Lic #0018

**BIG DADDY'S BAIL BONDS** Lic #0019

2802 Stonewall Street  
Greenville, Texas 75401  
903.454-2663 Phone  
903.454-2664 Phone  
903.454-2071 Fax

On Tuesday, April 11, 2023 at 01:22:03 PM CDT, Becky Landrum <blandrum@huntcounty.net> wrote:

You might want to include the appraisal information and or the deed information on this property, so the board can see the numbers.

Becky Landrum

Hunt County Clerk

2507 Lee Street Ste 201

Greenville, Tx 75401

903-408-4130

8-c-2

**Deed of Trust**

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**Terms**

Date: April 18, 2023

Grantor: Charli Jo Wallace  
 Grantor's Mailing Address: 2802 Stonewall Street  
Greenville, Hunt County, Texas 75401

Trustee: J. Andrew Bench, 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 \$30,770.00 of the appraised value of \$30,770.00 of the pledged property.

Property (including any improvements): 900 ML King Dr Commerce, Hunt County, Texas 75428  
Property ID#: 54188 (See Attachment A)

Prior Lien: N/A

Other exceptions to Conveyance and Warranty:

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title of the Property, subject to the Other Exceptions to conveyance and Warranty. On payment of the obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender 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 Lender, an insurance policy that-

- a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
  - b. contains an 80 percent coinsurance clause;
  - c. provides all-risk coverage;
  - d. protects Lender 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 Lender may reasonably require;
5. comply at all times with the requirements of the 80 percent coinsurance clause;
  6. deliver the insurance policy to Lender within ten days of the date of this deed of trust to deliver renewals to Lender at least fifteen 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 liens notes and abide by or cause to be abided by all prior lien instruments; and
  10. Notify Lender of any change of address.

**B. Landers's Rights**

1. Lender or Lender's mortgage service may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender 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 rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of Trust.

6. If there is a default on the Obligation 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, Lender may-
  - a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
  - b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
  - c. Purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
7. Lender 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 Lender to foreclose this lien, Trustee will-

1. Either personally or by agent gives 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 the 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 Lender, 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, held harmless, and defended by Lender against all cost, 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 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.

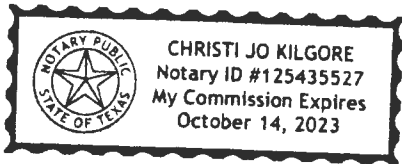
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.
5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns Lender all amounts 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, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collection any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor assigns to Lender 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 Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender 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. Lender neither has nor assumes any obligations as lesser or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph's first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas Law.
8. 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.
9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
10. When the context requires, singular nouns and pronouns include the plural.

11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties
13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.
14. Grantor and each surety, endorser, and guarantor of the Obligation 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.
15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other cost of enforcing Lenders' rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
16. 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.
17. The term *Lender* includes any mortgage servicer for Lender.

Charli Wallace  
Charli Jo Wallace

STATE OF TEXAS  
COUNTY OF HUNT

This instrument was acknowledged before me on the 18<sup>th</sup> day of April, 2023, by



Christi Kilgore  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF HUNT

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the Records of HUNT County, Texas.

2023-06982 DT  
04/18/2023 12:22 PM



Becky Landrum  
Becky Landrum, County Clerk  
Hunt County, TX