

S _____ City, _____ State, _____ **FOR VALUE RECEIVED**, We the undersigned (maker/s), jointly and severally, promise to pay to the order of **Financial Casualty & Surety, Inc.** a Texas corporation (Surety) the sum of (\$ _____) _____ Dollars. Payable at: **Surety Financial of America Corp. 238 POPLAR AVENUE MEMPHIS, TN 38103**, with zero interest so long as bond is not breached or in default otherwise at the default rate of _____% _____ percent per annum, on any unpaid balance. Monthly installment payments commencing on the _____ day of _____, 20____ for an immigration bond/s posted on or about _____ on Alien _____ and payable on the same day of each month thereafter in _____ equal and successive monthly installments of _____ Dollars \$ _____ each month, plus any unpaid annual premium including renewal premiums in lawful money of the United States of America, until this note is paid in full. If any installment be not paid when due, the undersigned promise to pay late fee charges of 5% per dollar of each overdue installment, and / or the actual cost of collection, whichever is greater. In the case of a breach of the bond/s the entire amount owing and unpaid plus default interest hereunder shall at the election of the holder hereof forthwith become due and payable, and notice of such election is hereby waived. The undersigned promises to pay all reasonable attorneys' fees, including bankruptcy attorney fees, court costs, investigative fees, collection fees, interest, apprehension fees and any bank fees, including NSF fees incurred by the holder hereof in enforcing any right or remedy hereunder. All sums remaining unpaid on the agreed, accelerated date of the maturity of last installment or breach date shall thereafter bear interest at the deferred default rate of _____% percent per annum. The undersigned authorizes the holder to date and complete this note in accordance with the terms of the immigration bond evidenced hereby, to accept additional co-makers, to release co-makers, to change or extend dates of payment and to grant indulgences all without notice or affecting the obligations of the undersigned, and hereby waives;

- a. Presentment, demand, protest, notice of dishonor, notice of nonpayment and notice of hearing/s;
- b. The right, if any, to the benefit, or to direct the application of, any security hypothecated to the holder, and until all indebtedness of the maker to the holder, howsoever arising shall have been paid in full;
- c. Right to require holder to proceed against maker or to pursue any other remedy the holder may have;

And agrees that the holder may proceed against any of the undersigned, directly and independently of each maker and any impairment, delay or suspension of the holder's remedies or rights against the maker, shall not in anywise affect the liability of any of the undersigned hereunder. All obligations of the makers if more than one, shall be joint and several. A facsimile or copy of this note is considered as if an original of same in court. Entire amount is due if bond is breached.

It is further agreed and specifically understood that payments received will be held in trust by Surety until all bond obligations have been satisfied including payment of all premiums, then this note shall become null and void when said bond for alien listed above is ordered cancelled, and the surety's liability discharged as evidence only by an INS Form I-391 and all premiums including renewal premiums are paid in full, otherwise the surety may deduct any unpaid premiums before returning balance to the undersigned. Venue of any action on this note may be in Shelby County, TN.

I/We, have read and agree to all of the above. Signed, Sealed and Delivered this _____ day of _____, 20____

.Witness _____

.Witness _____

STATE OF: _____, **COUNTY OF :** _____.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, _____ who is/are personally known to me or who has/have produced _____ as identification, who did / did not take an oath, and in his or her act and deed.

NOTARY PUBLIC: _____ **SEAL**

Mortgage Agreement

At the request of _____
(the undersigned) and upon the security hereof, **Financial Casualty & Surety, Inc.** (Surety) has arranged, executed or continued an INS Appearance bond, numbered _____, dated _____.
For Alien; _____ (Principal).
Said bond is in the sum of \$ _____ and is posted in
The Immigration and Customs office at _____

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (jointly and severally if more than one) agree to all payments as noted on promissory note of same date and attached hereto as exhibit "B Promissory Note" absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representatives, successors, heirs and assigns as follows:

1. The undersigned shall have the Principal forthcoming before the Court named in said bond, or in the event of a bind over, the Court to which bound, at the time therein fixed, or as provided by law, and from day to day and term to term thereafter, as may be ordered by such Court.
2. The undersigned shall at all times indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may for any cause at any time directly or indirectly sustain or incur by reason or in consequence of the execution or continuation of said bond and every bond executed in substitution for said bond, with or without the consent of the undersigned. This indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgments, court costs, sheriff's fees, attorney fees and appellate attorney fees, suit orders and adjudications, recording and filing fees, reward offerings, investigative expenses reasonably incurred in the attempt to locate Principal, and incidental expenses incurred in Principal(s) apprehension and return to proper custody. The undersigned shall place the Surety in funds to meet every such loss, cost and expense before the Surety is required to pay the same. This Mortgage is given as security for the Surety in the event it becomes obligated to advance funds in the future as a result of having undertaken the above described bond obligation. It is the intention of the undersigned to allow a present and continuing lien on or interest in the herein described property in the amount of \$ _____ plus a sum equal to an additional 25% thereof until the above obligation shall be terminated and cancelled, evidenced only by an INS form I-391 and all costs, premium and renewal premiums are paid in full.
3. The undersigned guarantees the payment of every premium including all annual renewal premiums on the bonds described above promptly when due without first requiring the Surety to proceed against the Principal.
4. To secure the payment and performance of every obligation described herein, the undersigned hereby grant, convey and mortgage to the Surety, all of the following described real property: Legal description below or see attached EXHIBIT "A".

COMMONLY KNOWN AS: _____

5. The undersigned full warrant fee simple title to said property, shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all person. The undersigned shall insure said property in form and amount satisfactory to the Surety with a loss payable clause in favor of the Surety.

6. If any sum referred to herein remains unpaid ten (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this agreement, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.

7. The undersigned waive all notices and demands and shall pay all costs of collection incurred by the Surety in connection herewith, whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. The acquiescence of the Surety in any default by the undersigned shall not constitute a waiver of such default.

8. The term "Surety" shall include the Surety Company on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements of applicable law.

SIGNED, SEALED AND DELIVERED at _____.

This _____ day of _____ A.D., _____ .

WITNESS (signature) _____ Owner (signature) _____

(print) _____ (print) _____

WITNESS (signature) _____ Owner (signature) _____

(print) _____ (print) _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this "*****"day of _____ A.D., _____ .

by _____ , who is personally known to me to be the individual/s described herein (or who has produced _____ as identification) who did (did not) take an oath and acknowledged that said instrument is the act and deed of said individual/corporation, in his or her act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the said County and State the day and year first above set forth.

Notary Public: _____ My Commission Expires: _____

Prepared By: _____ Address: _____