

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
BOND WORKSHEET**

**DETAINED ALIEN INFORMATION
INFORMACION DEL DETENDO**

Alien "A" File Number: _____ **Name:** _____
(Numero del Caso)

Date and Country of Birth: _____ / _____
(Fecha y Pais de Nacimiento)

Date, Place and Manner of Entry: _____ / _____ / _____
(Fecha, Lugar y Forma de Entrada)

U.S. Address: _____
(Direccion en los EEUU)

Phone: _____ **Bond Amount: \$** _____
(Numero de Telephone) (Cantidad de Fianza \$) **15% of Bond**

**OBLIGOR INFORMATION
INFORMACION DEL FIADOR**

Name: _____ **Social Security Number:** _____ Relationship to the Alien
(Nombre) (Numero de Seguro Social)

Address and Telephone:
(Direccion y Telefono)

Status in the United States: **U.S. Citizen** **Legal Permanent Resident** _____
(Estado Del Fiador) (Cudadano) (Residente Permanente O')

Government Issued ID and Number: _____
(Forma de Identificacion y Numero)

Message for Detainee: _____
(Mensaje para el Detenido)

Person Taking Bond: _____ **Sent to Post:** _____

IMMIGRATION BOND INDEMNITY AGREEMENT

RELATIONSHIP _____ YEARS KNOWN _____ E-MAIL _____

YOUR NAME _____ DOB _____ Own Rent Landlord Tel. _____

ADDRESS _____ APT# _____ CITY _____ STATE _____ ZIP _____

HOME PHONE _____ WORK # _____ CELL # _____

OCCUPATION _____ EMPLOYED BY _____ HOW LONG _____

EMPLOYERS ADDRESS _____ CITY _____ STATE _____ ZIP _____

SS# _____ DRIVERS LICENSE # _____ STATE _____

NAME OF SPOUSE _____ DRIVERS LICENSE # _____ SS# _____

SPOUSES' EMPLOYER _____ ADDRESS _____ WORK # _____

REFERENCE _____ ADDRESS _____ TEL # _____

REFERENCE _____ ADDRESS _____ TEL # _____

WHEREAS, Financial Casualty & Surety, Company, a Texas Corporation (hereinafter called the SURETY) at the request of the undersigned, and upon the security Hereof, has, or is about to become SURETY on an immigration bond for _____ In the sum of \$ _____ Dollars by its certain bond or undertaking, a copy of which is attached hereto and made a part hereof: NOTE: The bond premium rate is 15% percent per annum.

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, receipt whereof by each of us is hereby acknowledged, the undersigned do/does hereby undertake, agree and bind themselves, their representatives, successors and assigns, as follows:

1. That the undersigned will have the aforesaid _____ forthcoming before the court named in said bond, attached hereto, at the time therein fixed, and from day to day and term to term thereafter, as may be ordered by the said immigration court, U.S. Department of Homeland Security, ICE center and/or Customs official.
2. That the undersigned will at all times indemnify and save Surety or its Agent, harmless from and against every and all claims, demands, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication whatsoever which the said SURETY or its Agent shall or may for any cause at any time sustain or incur by reason or in consequence of the said Surety having executed said bond or undertaking, will upon demand, place the said SURETY or its Agent in funds to meet every claim, demand, liability, cost, interest, charge, counsel fees including bankruptcy attorney fee, expense, collection fee, investigative fee, apprehension, transport, surrender fee, suit order, sheriff fee, breach, judgment, or adjudication against it, by reason of such Suretyship, and before it or its Agent shall be required to pay the same.
3. The condition of said Indemnity Agreement provides that as long as there is any liability or loss of any nature whatsoever to the SURETY upon the bond referred to herein, the undersigned will not make any transfer, or any attempted transfer of any of the property, real or personal given as security or which the undersigned may subsequently acquire or any interest therein, and it is further agreed that the SURETY or its Agent shall have a lien upon all property of the undersigned for any sums due it for which it has become, or may become, liable by reason of its having executed the bond referred to herein. A Blanket Power of Attorney is given to the Surety or its Agent and each are authorized to sign whatever legal forms or documents on my / our behalf that are required to fulfill the securing of a lien(s) on any and all my property(s) including but not limited to real property, vacant land, vehicles, boats, planes, stock certificates / accounts, bank accounts or other assets of value.
4. The notice of any bond breach including, INS bond breach form I-323, bond forfeiture notice, voucher or any other evidence of any payment made by the said Surety or its Agent, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate both as to the property thereof and as to the extent of the liability thereof to the said SURETY. NOTE: a facsimile or copy of this agreement is considered as if an original for court action.
5. That the said SURETY or its Agent, may withdraw from its Suretyship upon said bond or undertaking at any time that it may see fit, as provided by law.
6. That the Agreement shall not be returned by the said SURETY or its Agent, at the time it shall be satisfied of the termination of its liability under said bond or obligation by evidence of an INS form I-391, but shall be retained. It is the responsibility of the undersigned to know of all upcoming INS hearing dates and times, also to make certain the above said Alien attends each hearing on time, each and every time.
7. That the failure of any of the undersigned to comply with the provisions of this Indemnity Agreement shall be binding upon the others.
8. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void and vitiated thereby but shall be construed and endorsed with the same effect as though such provision or provisions were omitted.
9. Indemnitor(s), hereby authorize any person, agency, partnership, or corporation having any information concerning my character and financial reputation to release such information to Financial Casualty & Surety Company, its assigns and/or duly authorized representatives. I hereby release such person, agency, partnership, or corporation from liability which may be incurred in releasing this information to Financial Casualty & Surety Co., its assigns and/or duly authorized representatives.

For good and valuable consideration, the undersigned principal agrees to indemnify and hold harmless the surety company or its agent for all losses not otherwise prohibited by law or by rules of the Department of Insurance. I/We have fully read and understood all of the above.

PLEASE READ BEFORE SIGNING YOU ARE ASSUMING CERTAIN LEGAL OBLIGATIONS.

IN WITNESS WHEREOF, the undersigned have duly executed these presents this _____ day of _____, _____

(LS)
Indemnitor

(LS)
Indemnitor



Immigration Bond Payment Form

Toll Free Tel. 1-866-569-2190

Fax# 1-866-774-9665

ONLINE - FAX CREDIT CARD AUTHORIZATION FORM

Today's Date: ___/___/___

Transaction for a Bond on: _____ Date of Birth _____

Bond Amount: \$ _____ City/County/State: _____

Amount of Today's Charge: _____ \$ _____

Name of Card Holder: _____

Card Billing Address: _____

Email Address: _____

Telephone No: _____ Cell No. _____

Credit Card No: _____

Expiration Date: ___/___/___ CVV No: _____  4 digit Amex 

Card Type: Visa ___ MC ___ Discover ___ Other _____

I hereby authorize the charging of my credit card as indicated.

By signing this credit card authorization form you are also granting us permission to charge your card and the use of your signature on file for any additional charges that may arise in the future pertaining to your obligation/s as an indemnitor for this \$ _____ bail bond(s). The undersigned accepts and agrees to all of the bond terms and financial obligations as stated in the bail bond indemnity agreement and acknowledges that they are a part of this credit card authorization form for future charges. I agree to indemnify and hold harmless the surety or its agent for all losses in connection with this bond(s) not otherwise prohibited by law.

NOTE: Charges are subject to a processing fee of 3% that will be subtracted from any refund or returns owed, an additional \$150.00 posting/application processing fee may be applied for any cancellation. Premium is fully earned upon the posting of the bond(s) with the jail or court. Also agreed fax or copy of this form is considered as if an original.

I HAVE READ AND AGREE TO ALL OF THE ABOVE.

Card Holder's Signature: _____

Below section to be completed by card merchant agent:

Auth. #: _____ Agent: _____
Approval# and/or Invoice# _____ Initials _____ Date / Time _____

Surety Agent / Liable %.

IMMIGRATION BOND AGREEMENT

This AGREEMENT made between the undersigned _____

(Hereinafter called Indemnitor(s) and FINANCIAL CASUALTY & SURETY COMPANY [hereinafter called Company / Surety]).

For INS bond on _____ in the amount of \$ _____, WITNESSETH:

WHEREAS, the Company has executed, or is about to execute in behalf of and/or at the instance of the Indemnitor(s), the bond or undertaking described here, in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made a part of this agreement.

NOW THEREFORE, in consideration of the execution by the Company of such bond or undertaking, the Indemnitor(s) covenant(s) and agree(s) with the Company as follows:

1. The Indemnitor(s) will pay the Company, or its duly authorized agent, premium(s) in the amount of \$ _____ per annum.
2. The Indemnitor(s) will at all times indemnify and keep indemnified the Company and save harmless the Company from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Company shall at any time sustain or incur, and as well from all orders, decrees, bond breaches, judgments and adjudications against the Company by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of the Indemnitor(s) (or any of them) and will pay over, reimburse and make good to the Company, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expense, suit, order, decree, payment and/or adjudication against the Company by reason of execution of such bond or undertaking and any other bonds or undertakings executed in behalf of and/or at the instance of the Indemnitor(s) and before the Company shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Company may pay or incur in any legal proceedings, including proceedings in which the Company may assert or defend its right to collect or to charge for any legal fees including bankruptcy attorney fees and/or disbursements incurred in earlier proceedings.
3. The Indemnitor(s) will immediately notify the Company at its principal office in the City of Houston, P.O. Box 4479, 77210-4479 of making of any demand or the giving of any notice, or the commencement of any proceeding or the fixing of any liability which the Company may be required to discharge by reason of the execution of any such bond or undertaking.
4. The vouchers, INS bond breach form I-323 or other evidence of payment by the Company, in discharge of any liability under or incurred in connection with any such bond or undertaking, or incurred in connection with any collateral held by the Company, shall be conclusive evidence against the Indemnitor(s) of the fact and amount of the liability of the Indemnitor(s) to the Company.
5. In the event the Company executes any bond or undertaking with Co-Sureties, or reinsures any portion of any such bond or undertaking, or procures the execution of any such bond or undertaking, the Indemnitor(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Company, the procured sureties and/or co-sureties and/or reinsurers as their respective interests may appear.
6. The Company shall have the right at any time, without notice to the Indemnitor(s), to transfer and assign this agreement and/or the collateral pledged hereunder, to any Reinsurer, Co-Surety or Insurance Company which may take over and assume, in whole or in part, the obligation of the Company under any such bond or undertaking and thereupon the transferee shall become vested with all the powers and rights given to the Company hereunder and the Company shall be relieved and fully discharged from any liability or responsibility for said collateral and under this agreement.
7. The Indemnitor(s) agree(s) that the Company may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Company to give the Indemnitor(s) notice of any fact or information coming to the Company's notice or knowledge concerning or affecting its rights or liability under any such bond or undertaking, notice of all such being hereby expressly waived; and that the Company may secure and further indemnify itself against loss, damages, and/or expenses in connection with any such bond or undertaking in any manner it may think proper including surrender of the defendant (either before or after forfeiture and/or payment) if the Company shall deem the same advisable; and all expenses which the Company may sustain or incur or be put to in obtaining such release or in further securing itself against loss, shall be borne and paid by the Indemnitor(s).
8. The Indemnitor(s) hereby authorize(s) any attorney of any court or record to appear for him or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the Indemnitor(s), or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitor(s) (jointly and/or jointly and severally) in favor of the Company, for the amount of any forfeiture which may be taken against the Company on the said bond or undertaking and for the amount of any and all sums hereinbefore referred to in paragraphs 1, 2 and 7; and to release all error and waive all right to a stay of execution or appeal; and to do and perform all acts and execute all papers in the name of the Indemnitor(s) in order to carry into effect the authority hereinabove given in as full and ample a manner as the Indemnitor(s) might do if personally present, hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitor(s) hereby irrevocably waive(s) the benefit or advantage of any and all valuation, stay, appraisal or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
9. This instrument shall be binding not only upon the Indemnitor (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
10. The Company reserves the right to decline to issue the bond for which application is hereby made and no claim shall be made against the Company in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligee.
11. The Indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Company to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on. A facsimile or copy of this agreement is considered as if an original for court action.
12. The Company shall not be first obliged to proceed against the Principal(s) on any such bond or undertaking before having recourse against the Indemnitor(s) or any of them, the Indemnitor(s) hereby expressly waiving the benefit or any law requiring the Company to make claim upon or proceed or enforce its remedies against the Principal(s) before making demand upon or proceeding and/or enforcing its remedies against any Indemnitor(s).
13. The acceptance of this Agreement and of the Indemnitor(s) agreement to pay premiums on the execution and on continuance of said bond(s) or undertaking(s), and/or the acceptance at any time by the Company of other collateral security or agreement, shall not in any way abridge or limit the right of the Company to be subrogated to any right or remedy, or limit any right or remedy which the Company may otherwise have, acquire, exercise or enforce under this or any other agreement or by law allowed, and the Company shall have every right and remedy which an individual surety acting without compensation would have; all such rights being construed to be commutative and for the sole benefit of the Company, its successors and/or assigns.
14. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated hereby, but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
15. In making application for the hereinabove described Immigration Bond we warrant all of the statements made on the reverse of this instrument to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.

IN TESTIMONY WHEREOF we have hereunto set our hands and affixed our seals this _____ day of _____, 20 _____.

INDEMNITOR _____ INDEMNITOR _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____



Financial Casualty & Surety Company

3131 Eastside Street Suite# 600, Texas 77098

INDEMNITORS AGREEMENT FOR IMMIGRATION BOND

Alien _____ Date _____

Bond No. _____ Case # A _____

Bond Amount \$ _____ Post City/State _____

Bond Premium \$ _____ Agency _____

I/we understand that in co-signing this bond for obtaining the release of _____ that I/we am responsible for him or her appearing before the Court named in said Immigration bond and/or Department of Homeland Security (DHS), Immigration and Customs (ICE) hearing office each time he or she is so ordered, also I/we understand that I/we am responsible for payment of any Court costs for non-appearance should the alien fail to appear and the bond is ordered beached. Should it become necessary to apprehend and surrender the alien to the Court, I /we understand that I/we am responsible for any and all expenses incurred as a result of such bond breach/forfeiture apprehension costs and further, if such a breach/forfeiture occurs and the alien is not surrendered to Court within the time prescribed by law or in the event that immigration officials cannot accept the alien back into custody, I/we understand that I/we am required to pay the full amount of the bond posted and any unpaid premium, including annual renewal premiums. It is further agreed that the surrendering or a self-surrender of the alien whether or not the bond has been breached does not release I/our obligation to pay the bond. Liability is joint and severable upon each of the below co-signer/s. A bond is considered forfeited and due immediately upon issuance of any bond breach notice including but not limited to an I-323 INS Notice of Immigration Bond Beached form. It is the responsibility of the undersigned to know when and where the alien is required to appear each and every time. Venue of any action on this agreement may be in Shelby County, TN. A facsimile or copy of this agreement is considered as if an original for court action.

Collateral cannot be returned until such time as the Company received written notice from the Court verifying exoneration of the bond evidenced only by an INS I-391 Cancelation of Bond form.

I/we hereby waive any and all rights I/we may have under Title 28 Privacy Act – Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law. I/we consent to and authorize Financial Casualty & Surety Company, and/or its Agent, to obtain any and all private or Public information and/or records concerning me/us from any party or agency, private or government (local, State, Federal), including, but not limited to, Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, worker compensation records, employment records. I/we authorize without reservation, any party or agency, private or government (local, State, Federal), contacted by Financial Casualty & Surety Company, and/or its Agent, to furnish any and all private and public information and records in their possession concerning me/us to Financial Casualty & Surety Company, and/or its Agent.

I/we have read the above contract and fully understand it, and agree to fulfill ALL the provision therein .

_____	_____	_____
Indemnitor signature	Print name	Date
_____	_____	_____
Indemnitor signature	Print name	Date
_____	_____	_____
Indemnitor signature	Print name	Date



RECEIPT AND STATEMENT OF CHARGES

Financial Casualty & Surety 3131 Eastside St. Suite#600 Houston TX 77098
Contact: 238 Poplar Ave. Memphis TN 38103 Tel.866-569-2190 * Fax.866-774-9665

Received From: _____

Date: _____

Address: _____

Premium: _____

TNI Bond Tax: _____

Collateral taken: \$ _____ By: Cash CC Other _____

Misc. Charges: _____

Property: _____

Total Charges: _____

By agent: _____

MEMORANDUM OF BAIL BOND FURNISHED

It is agreed that from any cash collateral given, the Surety may deduct all premiums and fees owed for this bond. Monies paid via a credit card are subject up to a 5% office/bank transaction processing fee which will be deducted at time of refund.

Defendant: _____ City: _____ State: _____

Bond Amount: \$ _____ State Executed: TN Signature: _____



RECEIPT AND STATEMENT OF CHARGES

Financial Casualty & Surety 3131 Eastside St. Suite#600 Houston TX 77098
Contact: 238 Poplar Ave. Memphis TN 38103 Tel.866-569-2190 * Fax.866-774-9665

Received From: _____

Date: _____

Address: _____

Premium: _____

TNI Bond Tax: _____

Collateral taken: \$ _____ By: Cash CC Other _____

Misc. Charges: _____

Property: _____

Total Charges: _____

By agent: _____

MEMORANDUM OF BAIL BOND FURNISHED

It is agreed that from any cash collateral given, the Surety may deduct all premiums and fees owed for this bond. Monies paid via a credit card are subject up to a 5% office/bank transaction processing fee which will be deducted at time of refund.

Defendant: _____ City: _____ State: _____

Bond Amount: \$ _____ State Executed: TN Signature: _____

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: _____