

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**