

APPLICATION AND AGREEMENT FOR SURETY BAIL BOND

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NOTATIONS	·		
I CERTIFY THAT THE ABOVE			
INFORMATION IS CORRECT AND TRUE.			
SIGNATURE OF INDEMNITOR	DATE		
STATEMENT OF INFORMATION REQUIRED BY SECTION 2100, CALIFORNIA ADMINISTRATION CODE			
full name of person supplying information Name of person negotiating bail Name of person receiving in	ormation		
Address Address Date and time information re	ceived		
Connection or relationship to defendant Connection or relationship to defendant Manner in which information	received		
If same was defendant, how did he communicate? Name of licensee who negotiated transaction Name of other agent involved.	and commission paid		
If writ Was consideration other that Name of Attorney Name and sum paid unlicensed persons ! Yes and service performed If yes, explain in detail and			

BSS-4 (12/94)

SURETY BAIL BOND INDEMNITY AGREEMENT

Bankers Insurance Company

			··		
The undersigned, called "First Party "Second Party," for the execution by Ba		a corporation called "Surety	" of a Bail undertaking h	erein referred to	called
as "Bail Bond" in the penal amount of "Principal," and in consideration of Sec	\$ond Party arranging for exe	ecution of continuance of thi	s Bail Bond, First Party d	Oes jointly and severally agree	called
	ond fatty arranging to one	or communice of the		, ,	
FIRST: To pay Second Party \$	ond is renewable each yea nd was executed. If said re California Penal Code, Sect	 r. First Party agrees to pay to newal premium is not paid of ion 1300, and exonerate the 	ed, or his bail reduced or o Second Party a renewa upon written demand th Bond	I premium in the amount staterefore, Second Party or Suret	bligate the return ed above, twelve y has the right to
SECOND: To reimburse Second Pa Bond or any renewal or substitution ther with the regulations of the Insurance Co	eof whether or not said Pri mmissioner in effect at the	ncipal refuses to be released time such expenses are incu	l after arrangements have irred.	been initiated by Second Par	ty, in accordance
THIRD: To reimburse Second Party and Bail Bond were written not in excess returning Principal to custody, incurred by Second Party or Surety in making appno expenses or liabilities incurred for re-FOURTH: To pay the Second Party which shall, in no event, be less than su	and Surety for actual expess of the penal amount of the penal amount of the py Second Party or Surety of solication to a court for an oreapturing or returning Prince or Surety, in the event that	enses incurred and caused by the Bail Bond including all ex or as necessary in apprehending order to vacate or to set aside cipal to custody shall be cha at it is necessary for them to	y a breach by the Princip expenses or liabilities incuing or endeavoring to ap the order of forfeiture or rgeable after the entry o	urred as a result of searching for prehend Principal, including le Summary Judgment entered the Summary Judgment.	or, recapturing or egal fees incurred tereon. However,
FIFTH: To pay Second Party or Su concealed or misrepresented by the First protect the Second Party or Surety here discretion of Second Party or Surety, is f them against such increased bail.	Party or Principal or other under. Where, as a result urnished to indemnify agai	reasonable cause, any one of judicial action, bail has not such increase in the bail	of which was material to been increased, and no , Second Party or Surety	hazard assumed, deems payn collateral or insufficient colla may demand such collateral	nent necessary to steral, in the sole as will indemnify
SIXTH: To pay Second Party or Sur SEVENTH: To aid Second Party or S Principal to Court should Second Party of	Surety in securing release o or Surety deem such action	r exoneration of Second Part advisable.	y or Surety from all liabi	lity under Bail Bond, including	g the surrender of
EIGHTH: That all money or other security or indemnity for matters contain said collateral in the manner provided by liabilities, losses, costs, damages and ex immediately upon the application of the NINTH: Second Party or Surety sha any occasion when the presence of the information concealed or misrepresented increased and the additional premium, is TENTH: The obligations hereunder and the Surety shall not be first obliged thereby expressly waiving the benefits of before making demand upon or proceed ELEVENTH: In making application Second Party or Surety of any change, inchange in circumstances, within forty-eigreasonable cause for the immediate surre TWELFTH: The undersigned agree texecuted, or any charge arising out of the IN WITNESS WHEREOF, the First Palknow the contents thereof; that I hereb personal, which if set forth in the Applica such property free and clear of all liens of said Bail Agreement has been released. If by me and I do hereby this	ed herein, and to accomplicate and to apply the process. If collateral receives collateral to the forfeiture, all not surrender Principal to a Principal in Court is law by the Principal, or other referred and several and are joint and are joint and several and are joint and sev	sh the purposes contained he eeds therefrom and any and ed by Second Party is in exc subject to any claim of Second Control of the time sprought of the spro	erein, the Second Party a all money deposited to places of the bail forfeited, and Party and Surety for pecified in the Bail Bond rning all premium paid which was material to the reasonable time. Iterest at the maximum raving recourse against the claim upon or to proceed ore of the First Party. Iterest are the Princip occurred, and the First Party and the First Party. Iterest of either the Princip occurred, and the First Party are the pecuted herewith each are filed before or after executed herewith	and/or Surety is authorized to lab ayment or reimbursement for such excess shall be returned unpaid Premium or the herein for the appearance of the Printherefor, unless as a result of the hazard assumed, the hazard assumed, the hazard assumed by law. It is a first Party or any one of the dor enforce its remedies again application to be true, and we all of any of the First Party, or a farty agrees that any failure to see the first Party of the property and the property in fully set forth) is my property until in force upon reliance of the et my hand.	wfully levy upon the herein above to the depositor above charges. Incipal, or prior to f judicial action, was substantially the Second Party inst the Principal eragree to advise my other materials on otify shall be added Bail Bond was atter amount. If Agreement and and the whether real or try and that I own if my liability on statements made in the principal or
Name,	Address		City	Z	p
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Employer					ρ <u></u> .
DMV I.D	S.S. No		City Date of Birth		γ

RECORDING REQUESTED BY:	
AND WHEN RECORDED MAIL TO:	SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUST DEED AND NOTE SECURING BAIL BOND

	l	DEFENDANT		
ORIO	GINAL PROMISSORY N	IOTE SECUE	RED BY DEEI	D OF TRUST
\$	(City)			(State),
ON DEMAND after date for	or value received, I promise to pay to the			
Bail Bond until paid at the	rate of 10 percent per annum, payable	_ Dollars. with interes ON DEMAND. plus i	st from date of payme reasonable attornevs f	nt after entry of Summary Judgment of ees, court costs and costs of collection
Should interest not be so amount equal to simple infidue the whole sum of prin lawful money of the United	paid it shall thereafter bear like intere terest on the unpaid principal; at the ma icipal and interest shall become immed d States. If action be instituted on this n ssessment, bail premiums, and all othe	st as the principal, b aximum rate permitte iately due, at the opt ote I promise to pay	out such unpaid intered d by law. Should defaution of the holder of this such sum as the Cour	st so compounded shall not exceed a ult be made in payment of interest whe s note. Principal and interest payable i t may fix as attorney's fees, and privat
Beneficiary.		Trustee.		
X		X		
This Deed of Trust, made	this day	of		,, between
				herein called TRUSTOF
whose address is	NUMBER AND STREET	CITY	STATE	ZIP CODE
and				
				County, described as
				,
the BENEFICIARY. In addition to that set forth BOND AGREEMENT exec To Protect the Security of provisions (1) thru (12) and by reference, and made a provisions are construed to the Undersigned Trustor reset forth.	F SECURING the performance of each with interest thereon according to term herein above, this DEED OF TRUST souted by the undersigned on or about this Deed of Trust, Trustor agrees: by end (14) to (16) inclusive, contained in the part hereof as fully as though set for the mean the property, obligations and the requests that a copy of any notice of definitions.	ns of the original prorecures payment of a he date thereof in favoxecution and delivery is Deed of Trust. The that length herein; the parties set forth in ault and of any notice	TRUSTOR herein conmissory note of even of all indebtedness, fees a vor of above-detailed of of this Deed of Trust a said provisions are heat the references to put this Deed of Trust.	tained and the payment of the sum of date, made by the TRUSTOR in favor of and expenses incurred by way of a BAI defendant and bond number. and the Note if secures, to be bound be ereby adopted and incorporated herein property, obligations and parties in sa
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THIS SIDE MUST BE RECORDED

TO PROTECT THE SECURITY OF THIS DEED OF TRUST. TRUSTOR AGREES:

- 1. To pay to Beneficiary, upon request, in addition to payments specifically required hereunder and under any note secured hereby, in installments, at the times and in the amounts requested by Beneficiary, sums which when cumulated will be sufficient to pay one month prior to the time the same become delinquent, all taxes, assessments and insurance premiums. If such sums exceed the amount so required, the excess may be released or held by Beneficiary to apply on subsequent payments of the same nature, but if such sums are insufficient, Trustor agrees to pay any deficiency on demand. If Trustor shall default under this deed Beneficiary may apply all or any part of said funds then held on any obligation secured hereby.
- 2. Properly to care for and keep the property in good condition and repair and to keep all buildings thereon free from visible active termites, fungi or dry rot infestation; not to remove, alter or demolish any building or improvement thereon; to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby, or any part thereof, is for the purpose of financing construction of improvements on said property, to complete the same in accordance with plans and specifications satisfactory to Beneficiary; to allow Beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered mail sent to his last known address or by personal service; that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days, not to commit or permit waste of the property; to comply with all laws, covenants, conditions and restrictions affecting the property; if said land be agricultural, properly to harvest and care for crops growing thereon and farm the property in a proper and husbandlike manner.

That, the Trustee, upon presentation to it of a statement in writing signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder.

- 3. To at all times provide, maintain in force and deliver to Beneficiary fire and such other insurance as may be required by Beneficiary in an amount satisfactory to and with loss payable to said Beneficiary; said insurance policies shall be in form and content and in such companies as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts. If said insurance policies have not been delivered to the Beneficiary thirty (30) days before the expiration of any of the said insurance, with evidence of the premium having been paid, the Beneficiary shall have the right, but is not obligated to obtain said insurance on behalf of the Trustor and pay the premium thereon. The amount collected under any fire or other insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such order as Beneficiary may determine or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Neither the Trustor nor Beneficiary shall be responsible for such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of the property conveyed hereby at any Trustee's sale held hereunder.
- 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed.
- 5. To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- 6. That, should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- 7. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, interest from date of expenditure at the rate provided in said Note; and to pay for any Beneficiary's written statement, regarding the obligation secured hereby, no more than allowed by law at the time such statement is requested by Trustor, his legal representative or escrow agent.
- 8. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
 10. Any sale, trade, exchange, conveyance or encumbrance of said property or any interest of part thereof, or change of occupancy thereof,
- 10. Any sale, trade, exchange, conveyance or encumbrance of said property or any interest of part thereof, or change of occupancy thereof, without the written consent of the Beneficiary herein named, or its successors or assigns, shall give such Beneficiary, or its successors or assigns, the right to declare the then full unpaid balance of said note due and payable.
- 11. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and all Notes secured hereby, for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may upon payment of its fees: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- 12. That upon written request of Beneficiary, stating that all secured hereby have been paid, and upon surrender of This Deed and the Note or Notes it secures to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed, unless directed in such request to retain them.
- 13. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice of Trustee shall cause to be field for record. Beneficiary also shall deposit with Trustee this Deed, any Note or Notes and all documents evidencing expenditures or obligations secured hereby. The Trustee, upon presentation to it by Beneficiary of a written declaration of default and demand for sale, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder. After the lapse of such time as may be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the property, if consisting of several known lost or parcels, shall be sold) at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property of public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by pubic announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in said note; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto, upon proof of claim satisfactory to Trustee.
- 14. The Beneficiary or his successor in interest shall have the right to substitute a Trustee or Trustees in the place and stead of the within Trustee or any substituted Trustee by complying with the laws of the State recorded in providing therefor and upon the recording in the office of the County Recorder of said County an acknowledgment by the Trustee, acting at the date thereof, of the receipt of a copy of such substitution. It shall be the duty of any Trustee to make such acknowledgment when so requested upon presentation of the Deed and said note for endorsement and upon payment to it of an amount equal to the amount the Trustee would then charge for a Full Reconveyance.
- 15. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledgees, of the Note or Notes secured hereby. The term Trustor shall include not only the original Trustor hereunder but also any successor in interest to the Trustor and all future record owners of the property described herein. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 16. Trustee accepts the Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.



Bankers Insurance Company

DISCLOSURE STATEMENT

Bond Number:	_
Bond Amount:	<u>.</u>
Defendant:	-
ATTEN	NTION
	GAINST REAL PROPERTY. TIL YOU READ AND UNDERSTAND IT!
HAVE AN INTEREST. THE FAILURE TO PAY TH FAILURE OF THE DEFENDANT TO COMPLY	L PROPERTY YOU OWN OR IN WHICH YOU E BAIL BOND PREMIUMS WHEN DUE OR THE WITH THE CONDITIONS OF BAIL COULD OF YOUR PROPERTY!
the Deed of Trust, please execute this Disclosure Statement read and understood this Disclosure Statement and that yo ment and Deed of Trust. You are also responsible for any Agreement you signed, and any lien against your propert asked to execute this document again, in the correspond	received a completed copy of the Bail Bond Agreement and to in the space provided below, acknowledging that you have but have received a completed copy of the Bail Bond Agreed fees incurred by the Surety, as specified in the Bail Bond y will not be released until such fees are paid. You will be ding space provided below, upon delivery to you of a full the lien on your real property created by the Deed of Trust.
I HAVE READ AND UNDERSTOOD THE ABOVE DISCLO COPY OF THE BAIL BOND AGREEMENT AND DEED OF	DSURE STATEMENT AND HAVE RECEIVED A COMPLETED TRUST.
Print Name:	Print Name:
Sign Name:	Sign Name:
	Date:
I HAVE RECEIVED A COPY OF A FULL RECONVEYANCE TO THE COUNTY RECORDER FOR FILING, A CERTIFIC AGAINST REAL PROPERTY TO SECURE PERFORMANCE	OF TITLE, THE ORIGINAL OF WHICH WAS FORWARDED TATE OF DISCHARGE, OR A FULL RELEASE OF ANY LIEN OF THE CONDITIONS OF THE BAIL BOND.
Print Name:	Print Name:
	Sign Name:
	Date:
BSS-2 (12/94)	



Bankers Insurance Company P.O. Box 15707, St. Petersburg, Florida 33733-5707 / 813/823-4000

INDEMNITORS AGREEMENT

Defendant Date Bond No. Case # Bond Amount Bond Premium
I understand that in co-signing this bond for obtaining the release of that I am responsible for
him or her appearing in Court each time he or she is so ordered; also I understand that I am
responsible for payment of any Court costs for non-appearance should the defendant fail to
appear and the Court forfeits the bond. Should it become necessary to apprehend and
surrender the defendant to the Court, I understand that I am responsible for any and all
expenses incurred as a result of such forfeiture and further, if such a forfeiture occurs and the
defendant is not surrendered to Court within the time prescribed by law, I understand that
I am required to pay the Full Amount of the bond posted, including unpaid premium.
Collateral cannot be returned until such time as the Company receives written notice
from the Clerk of the Court verifying Exoneration.
I have read the above contract and understand it, and agree to fulfill ALL the
provisions therein.
Co-signer Signature
Address
Agent



Bankers Insurance Company
P.O. Box 15707, St. Petersburg, Florida 33733-5707 / 813/823-4000

INDEMNITORS AGREEMENT

Defendant		Date	
Bond No.		Case #	
Bond AmountBond Premium			
I understand that in co-signing		that I as	m responsible for
responsible for payment of any Court costs	for non-appea	rance should the	e defendant fail to
appear and the Court forfeits the bond.	Should it bec	ome necessary t	o apprehend and
surrender the defendant to the Court, I un	derstand that	I am responsibl	e for any and all
expenses incurred as a result of such forfeitu	re and further,	if such a forfeitu	ire occurs and the
defendant is not surrendered to Court with	in the time pro	escribed by law,	I understand that
I am required to pay the Full Amount of the	ne bond poster	d, including unpa	aid premium.
Collateral cannot be returned until su	ich time as the	Company recei	ves written notice
from the Clerk of the Court verifying Exor	neration.		
I have read the above contract and	d understand	it, and agree to	fulfill ALL the
provisions therein.			
Co-signer Signature	· · · · · · · · · · · · · · · · · · ·		
Address			
Agent			

APOLLO BAIL BONDS, INC. 333 W. Mission Blvd., 2nd Flr.

Pomona, Ca 91766

TEL: 909-268-7689 FAX: 909-469-2732

CREDIT CARD AGREEMENT

Date			
Cardholder	DC)B	SSN
Cardholder Address			
City	State	Zip	County
Card Type	Card Number		Exp. Date
AUTHORIZATION #	·	<u> </u>	,
DEFENDANT			
BOND NUMBER(S)	· · · · · · · · · · · · · · · · · · ·		
PREMIUM CHARGED:	\$	`	
MISC FEES: \$_			<u> </u>
			
TOTAL CHARGES: \$_		·	· ·
proper presentation of said charges due thereon) subje	Credit Card. I promise to Pact to and in accordance with the the holder of this card and /or	y Such "TOTAL C ne agreement gover	n as "TOTAL CHARGES" upon HARGES", (together with any other ning the use of such card. I am employed by has authorized me
should cancel or cause this	er/Master Card / Visa) agreem agreement to be voided as a m be criminally prosecuted.	ent that I have sign	to cancel or to in any way void the ed. Furthermore, I agree that if I collo Bail Bonds, Inc. and or Ryan W.
1 I III 1 1 8 III .		-	·
Signature		Date	