



HINDS COUNTY SHERIFF'S DEPARTMENT

P.O. BOX 1452 • JACKSON MISSISSIPPI 39215-1452 • PHONE (601) 974-2900

PROPERTY BOND REQUIREMENTS

Malcolm E. McMillin
Sheriff

1. Property offered as security must be located within the State of Mississippi. If the property lies outside Hinds County, the bond must be approved by the Sheriff of the given county.
2. Property offered as security will be evaluated according to its "true value", as attested by the respective Tax Assessor in writing.
3. Property offered as security must be worth at least as much as the amount of the bond after deduction of existing liens and encumbrances, i.e. mortgages, tax liens, etc. A copy of the court order setting the amount of bond must be provided to this office.
4. An attorney's certificate setting out all existing liens and encumbrances, inclusive of debt amounts, is required. If none, attorney should so certify.
5. For all property bonds a Deed of Trust will be required in favor of Malcolm E. McMillin, Sheriff of Hinds County, with William A. Gowan, Jr. listed as Trustee.
6. The bond must be executed by the defendant, as principal, and by all owners of the subject property, as sureties; full addresses and telephone numbers of all parties must be provided.
7. Because the Deed of Trust must be filed with the Chancery Clerk as evidence of lien on the subject property, a filing fee of \$11.00 will be collected before the bond is approved.
8. On all bonds, a statutory fee of \$25.00 is required before release of the defendant.
9. A defendant cannot be bonded out of jail if a hold has been placed upon him by another court or law enforcement agency, or if he owes any outstanding criminal fines.
10. The property bond and Deed of Trust will be released at the final disposition of the defendant's case.
11. The bond will be revoked if the defendant is arrested on another criminal charge. This department reserves the right to revoke any bond when its sureties are determined to be insufficient.

William A. Gowan, Jr., Legal Counsel

LAND DEED OF TRUST

THIS INDENTURE, made and entered into this day by and between _____

whose address is _____
(Street No. or RFD No. and Box) (City)

_____, as Grantor (herein designated as "Debtor"), and
(County) (State)

as Trustee, and Malcolm E. McMillin, Sheriff of Hinds County, Mississippi as Beneficiary (herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of _____

_____ Dollars (\$_____) evidenced by an Appearance Bond of even date herewith approved by Secured Party, providing for the release from custody of _____ pending his / her appearance before the Circuit Court of Hinds County, Mississippi, to answer criminal charges, Debtor having pledged the property described herein below as security for said Bond.

NOW THEREFORE, In consideration of the Indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the land described below situated in the City of _____ County of _____ State of Mississippi:

See EXHIBIT 'A' attached
hereto and made a part
hereof for description of
the subject property.

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property").

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure payment of all existing and future Indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 7, then, in that event, the entire Indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the Indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three consecutive weeks having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may off the property herein conveyed as a whole, regardless of how it is described.

If the property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 7 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Indebtedness due Secured Party by Debtor, including reasonable attorney's fees incurred for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonably require in such amounts as Debtor may determine but for not less than the Indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.
2. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.
3. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.
4. Any sums advanced by Secured Party for insurance, taxes, repairs or construction as provided in Paragraphs 1, 2 and 3 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.
5. As additional security Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 7. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related

expenses and then to payments on the Indebtedness.

6. If all or part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the Indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the Indebtedness.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the Indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

7. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein and in the subject Appearance Bond, (b) shall fail to pay any of the Indebtedness secured hereby as such Indebtedness shall be due by the terms of the subject Appearance Bond or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

8. Secured Party may at any time, without giving formal notice the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

9. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

10. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 6. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the ___ day of _____, 19__.

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

Name of Debtor

By

Title

Attest:

Title

(Seal)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named _____ who acknowledged that ___ he ___ signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal of office, this the ___ day of _____, 19__.

My Commission Expires _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named _____ who acknowledged that ___ he ___ signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal of office, this the ___ day of _____, 19__.

My Commission Expires _____

Notary Public

CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, _____ and _____
(Title) (Title)

respectively of Debtor, the above named _____,
a corporation - a partnership - an unincorporated association, who acknowledged that for and on its behalf, he signed, sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the ___ day of _____, 19__.

My Commission Expires _____
Notary Public

APPEARANCE BOND

STATE OF MISSISSIPPI }
COUNTY OF HINDS }

We, _____, Principal and _____
and _____, Sureties agree and bind ourselves
to pay unto the State of Mississippi _____
Dollars (\$ _____) unless the said _____
shall appear before the _____ Court of Hinds County,
at the next term thereof held at the Courthouse in the First Judicial District of said County in the City of
Jackson, on the _____ day of _____, 19 ____
to answer a charge of _____
_____ and then and there remain from day to day
and term to term, until discharged by law, said charge being by

Witness our signatures this the _____ day of _____, A. D., 19 ____
Principal _____ Address _____
Surety _____ Address _____
Surety _____ Address _____
Surety _____ Address _____

SURETIES OATH

STATE OF MISSISSIPPI }
County of Hinds }

Personally appeared before me, _____
_____ of said County _____

and _____ and _____

Sureties on the within bond, who each being duly sworn, state on oath, that they are worth, in property in
Hinds County, subject to execution at law, over and above all indebtedness and exemptions the amount of
this bond.

Surety
Surety
Surety

Sworn to and subscribed before me, this the _____ day of _____, 19 ____

APPROVED, this _____ day of _____, 19 ____

Attorney _____ Malcolm E. McMillin, Sheriff, Hinds County, Miss.

Phone _____ By _____ Deputy