

| | |
|----------------------|-----------------|
| Bail Producer Stamp: | |
| Capps Bail Bonds | Lic# 14-wc-0017 |
| 104 W Main | |
| Brenham, Tx 77833 | |
| 979-251-7505 | |

PROMISSORY NOTE FOR ADDITIONAL FUTURE PAYMENTS OF COLLATERAL

\$ _____ Date: _____

Power No. _____ City: _____ State: _____

1. FOR VALUE RECEIVED, I (we), the undersigned Debtor(s), jointly and severally (together and separately), promise to pay to the order of _____ (öCollateral Holderö) the principal sum of _____ (\$ _____) as collateral for the bail bond (öBondö) of _____ (öDefendantö). Payments shall be made at _____ or at such other place as Collateral Holder may from time to time designate in writing according to the following payment plan:

| | |
|--|-------------------------|
| Payment #1: Amount of payment \$ _____ | Date payment due: _____ |
| Payment #2: Amount of payment \$ _____ | Date payment due: _____ |
| Payment #3: Amount of payment \$ _____ | Date payment due: _____ |
| Payment #4: Amount of payment \$ _____ | Date payment due: _____ |

For any additional payments, please see attached schedule.

2. The entire amount of the then outstanding balance under this note shall become due and payable immediately under any one or more of the following events: (i) upon Defendant's failure to appear in the court for which the Bond was posted at any time required by such court; (ii) upon forfeiture of the Bond; or (iii) if any payment is not received by Collateral Holder within ten days following its due date or is returned for insufficient funds, stopped or refused for any reason upon presentment to a financial institution.

3. I (we), jointly and severally (together and separately), hereby waive presentment, protest and demand, notice of protest, dishonor and nonpayment of this note, and expressly agree that, without in any way affecting my (our) liability under this note, Collateral Holder may (i) extend the due date or the time of payment of any payment due under this note, (ii) accept security or partial payments, (iii) release any party liable under this note or any guarantee of this note and (iv) release any security now or later securing this note. The failure of the Collateral Holder to enforce any provision of this note, or to declare a default under this note, shall not be construed as a waiver of the Collateral Holder's entitlement to payment, shall not be construed as a waiver or modification of the terms of this note, and shall not impair the right of the Collateral Holder to declare a default or to strictly enforce the terms of this note.

4. This note shall become null and void only if all of the following are satisfied: (i) Defendant appears in the court for which the Bond was posted at all times required by such court; (ii) Defendant fulfills all conditions of the Bond; (iii) Surety is discharged and exonerated from all liability under the Bond; and (iv) all premium amounts and obligations under the Bond have been paid or satisfied. Otherwise, this note shall remain in full force and effect.

5. If any portion of this note or any application of such provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other applications of such provision or the remaining provisions which shall, to the fullest extent, remain in full force and effect. Any amendment or modification of this note must be in writing and signed by both Collateral Holder and me (us).

6. I (we) agree to all terms and conditions of this note and acknowledge receipt of a copy of this note. I (we) also agree to pay all collection costs including, without limitation, court costs, reasonable and actual attorneys' fees and expenses, and any other fees permitted by applicable law.

Witness(es): _____

Debtor(s): _____

Print Name

Print Name

Signature

Date

Signature

(Seal) _____
Date

Print Name

Print Name

Signature

Date

Signature

(Seal) _____
Date

THIS FORM IS NOT FOR USE IN COLORADO