

**PROMISSORY NOTE**

This Promissory Note ("Agreement") is made on \_\_\_\_\_, 20\_\_\_\_\_, by and between Lawyers Trust Bail Bonds llc ("Creditor"), a business located at **218 E. Main St. Westminster, MD. 21157** and \_\_\_\_\_ ("Debtor/Defendant"), the individual for whom bond is being secured and \_\_\_\_\_ and \_\_\_\_\_ individual(s) acting as Indemnitor ("Indemnitor") on the promissory note.

**Definitions**

In this agreement, the terms "appearance bond" and "bail bond" shall be used interchangeably.

**Recitals**

WHEREAS, on or about \_\_\_\_\_, 20\_\_\_\_\_, Debtor executed a document entitled Application and Agreement for Appearance on Bond in which Creditor agreed to obtain a bail bond in the amount of \$\_\_\_\_\_ for the release of Debtor from the \_\_\_\_\_ County Jail, in which Debtor was confined/charged with the offense of \_\_\_\_\_

WHEREAS, pursuant to the said application, Debtor agrees to execute this Promissory Note; NOW THEREFORE IN CONSIDERATION of the foregoing and following promises, covenants, conditions and premises, and for other good and valuable consideration, the adequacy, conditions, and premises, and for other good and valuable consideration, the adequacy, sufficiency, and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals Part of Agreement.** The recitals are material part of this Agreement.
2. **Principal Repayment and Interest.** For value received, Debtor promises to pay in lawful money of the United States, to the order of Lawyers Trust Bail Bonds llc on demand the principle sum \$\_\_\_\_\_, with interest on the amount so advanced, at an interest rate of ten percent (10%) per annum, or the highest legal rate, whichever is lower.
3. **Collection Costs.** Debtor agrees to pay the actual expenditure made in any attempt to collect the amount due pursuant to the Promissory Note hereunder.
4. **Waiver or Presentment, Notice of Dishonor and Dishonor and Protest.** Debtor waives presentment, demand, and protest, and the right to assert any statute of limitations.
5. **Debtors Obligations Secured by this Agreement.** The obligations of Debtor secured by this Agreement are as follows:
  - a) to pay the obligations to Creditor when they are due; b) to pay all expenses, including attorney's fees and courts costs, incurred by Creditor in the perfection, preservation, realization, enforcement, and exercise of its rights under this agreement; to indemnify Creditor against loss of any kind, including reasonable attorney's fees and costs and c) payment of fugitive recovery fees caused to Creditor by reason of Debtor's default under this agreement; d) to give Creditor any notice of any litigation that may have a material adverse effect on Debtor's ability to comply with the terms of this and any agreement with Creditor; e) not to change his name or address, or to use fictitious name without first notifying Creditor in writing; f) to notify Creditor promptly in writing of any default, potential fault, or any development that might have a material adverse effect on Creditor g) to execute and deliver to Creditor all documents that Creditor requests in order for Creditor to protect its interest and to comply with the said application executed between Debtor and Creditor; h) to appear in the proper court having jurisdiction over the bail bond to which this Agreement relates at the time and times directed by the court until the obligations under the appearance bond or bonds posted have been fulfilled and creditor has been discharged of all liability thereunder; to notify Creditor of any changes in Debtor's bail bond status or the conditions of his bail bond.
6. **Debtor Covenants, Warrants, and Represents as Follows:**
  - a) Debtor is an individual and has authority to enter into this Agreement; b) the Promissory Note is a valid and binding obligation of Debtor; c) neither the execution and delivery of this Promissory Note nor the taking of any action in compliance with it will violate or breach any law, regulation, rule, order, or judicial action binding on debtor, or any agreement to which Debtor is a party; d) no default or potential default exists e) in the event that an appearance bond on recognizance is arranged and/or continued in accordance with the terms and provisions of the Application and agreement for Appearance of Bond, any agent of Creditor shall have control and jurisdiction of him during the term for which the bond is executed and that Creditor has the right to surrender Debtor at any time that Creditor desires, as provided in said Application and as provided by law; f) that the answers provided by Debtor to Creditor in the Application and Agreement for inducing Creditor to act as surety to become or to procure suretyship on the bond or undertaking referred to in the Application and Agreement for Appearance on Bond are true and correct.
7. **Debtor Will be in Default under This Agreement if ;** a) Debtor commits any breach of this agreement; b) Debtor commits any breach of the obligations set forth in Section 5 of this Agreement; c) any warranty, representation, or statement made by or on behalf of Debtor with respect to this Agreement or the said Application and Agreement for Appearance on Bond are false.
8. **When an Event of Default Occurs;** Creditor may declare the obligation immediately due and payable without demand, presentment, protest, or notice to Debtor, all of which Debtor expressly waives.

9. **Termination.** This Promissory Note Agreement will continue in effect even though from time to time there may be no outstanding obligation or commitments under this agreement. This agreement will terminate when Debtor completes all obligations under this agreement, including, without limitation, the repayment of all indebtedness by Debtor to Creditor.

10. **Miscellaneous:** Debtor will pay all costs and expenses of collection, including reasonable attorney's fees and court costs. No waiver by Creditor of any breach or default will be a waiver of any breach or default occurring later. A waiver will be valid only if it is in writing and signed by Creditor. Debtor's representations and warranties made in this Promissory Note Agreement will survive its execution, delivery and termination. This Promissory Note Agreement will bind and benefit the successors and assignees of the parties, but Debtor may not assign its rights under the agreement. This contract will be governed by the laws of Texas, as amended from time to time. This Promissory Note is the entire promissory note agreement, and supersedes any prior promissory note agreement or understandings, between Creditor and Debtor.

11. **Obligations of Indemnitor:** Indemnitor is obligated under this Agreement to the **same** extent as Debtor and all legal remedies available to Creditor against Debtor under this agreement are also available against Indemnitor.

12. **Notices.** Notices under this agreement are considered to be served five (5) days after they are deposited in the United States mail, with prepaid first-class postage, addressed as follows:

**Debtor:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Date

**Creditor:**

\_\_\_\_\_  
Lawyers Trust Bail Bonds llc

\_\_\_\_\_  
218 E. Main St

\_\_\_\_\_  
Westminster, MD. 21157

\_\_\_\_\_  
Creditor

**As indemnitor, I understand that should defendant FAIL TO APPEAR IN COURT, I agree I shall be liable for costs incurred up to the total amount of the bond(s) as assessed by the court, as well as court costs assessed by the court, attorney fees, and if applicable, recovery/transportation fees necessary to return the defendant to custody as stated in items 1 through 12 above.**

\_\_\_\_\_  
Indemnitor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
City/State/Zip:

\_\_\_\_\_  
Indemnitor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
City/State/Zip: