

Policy Number 18642 ☒ BAIL ☐ PAROLE ☐ PERFORMANCE **BOND AGREEMENT**

WHEREAS, the undersigned, hereinafter called the First Parties, whether one or more, have made or do now make application to ARCHIE E. HALTERMAN, hereinafter called the Second Party, to have executed or secure the execution by THE U.S. BAIL BOND SERVICE of a Bond in the penal sum of \$ 250.00 on behalf of John Bennett 554-96-5470 hereinafter called the Defendant, and

WHEREAS, upon said with the express understanding and condition that this agreement would be executed by the First Parties, the Second Party has heretofore arranged for the execution of said Bond or does hereby agree to arrange for the execution of the same.

NOW THEREFORE, in consideration of the Second Party arranging for the execution of the Bond aforementioned or in the event that said Bond shall already have been executed and the Defendant released from custody thereon, then and for and in consideration of the Second Party causing the Defendant to remain for the time being free from the custody of the Court under said Bond, the First Parties and each of them do hereby jointly and severally agree and promise as follows:

FIRST, TO PAY TO THE SECOND PARTY THE PREMIUM AND FEE OF \$ 25.00 for and upon the execution of said Bond and a like premium annually in advance each year hereafter until the Surety shall be legally discharged from all liability thereunder.

The premium shall be regarded as fully earned immediately upon the filing of said Bond, unless the defendant shall subsequently be surrendered without reasonable cause, and the fact that the Defendant may have been improperly taken into custody or his Bond reduced, or his cause dismissed forthwith or that the Defendant shall refuse to be released under said Bond, shall not obligate the Second Party to waive or return said premium or any portion thereof.

SECOND, To indemnify and to at all times save harmless the Second Party from and against any and all liability, demands, expenses, attorney's fees, debts, damages, judgments, or losses of every kind, character or nature that the Second Party shall or may at any time or for any cause sustain, incur or be put to by reason of the execution or the arranging or obtaining of the bond aforementioned or any renewal thereof or any bond issued in continuance thereof or as a substitute therefor; to pay to the Second Party immediately upon demand the penal amount of said bond whenever the Second Party as a result of increased hazard deems such payment necessary, for protection, which sum shall be retained and used by the Second Party as security hereunder; TO PAY THE SECOND PARTY IMMEDIATELY UPON THE DECLARATION OF FORFEITURE OF SAID BOND THE PENAL AMOUNT THEREOF.

THIRD, To reimburse the Second Party in addition to but not to exceed the bond amount for any and all expenses or liabilities incurred in searching for, recapturing or returning the Defendant to the custody of the Court, including salaries of employees during the time spent apprehending or endeavoring to apprehend the Defendant, expenses for private detectives, rewards, traveling expenses, telegrams, telephone calls, automobile expenses, railroad fares, meals and any and all other expenses or liabilities incurred by the Second Party as necessary or incidental in apprehending or in endeavoring to apprehend the Defendant, including also liability for attorney's fees incurred by the Second Party in making application to the Court for an order to vacate or set aside the order of forfeiture or the judgment entered thereon and even though such expenses may have been incurred before any order had been made forfeiting said bond or even though such expenses may have been incurred after the time for the setting aside of the forfeiture declared upon the said bond shall have expired; that an itemized statement of such expenses sworn to by the Second Party shall be accepted as prima facie evidence of the fact and extent of such expenses in any and all suits hereunder.

FOURTH, To pay the Second Party as attorney's fees in the event of suit hereunder a sum equal to twenty percent (20%) of the amount due the Second Party under this agreement, but, in no event shall such attorney's fees be less than the sum of Twenty-five Dollars (\$25.00).

FIFTH, In making application for the hereinabove described Bond each of us warrants all of the statements made by himself or herself on the application or financial statements connected with this agreement to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant.

SIXTH, To grant the party of the Second Part Power of Attorney to liquidate any assets to pay the expenses of a forfeiture as per the third paragraph.

IN WITNESS WHEREOF THE UNDERSIGNED DO HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE FOREGOING AGREEMENT AND VERILY STATE THAT THEY AND EACH OF THEM HAVE CAREFULLY READ THE SAME AND UNDERSTAND THE CONTENTS THEREOF.

and do now set their hand this 18 day of Jan., 1976.

Address

Address

Address

REAL PROPERTY (for bond collateral)

Street Address & Legal Description

Power of Attorney Granted
Eric Polican Cafe Business, K/Tails Oregon

Property in Name of

NEUTHS

Balance Owed

the applicant and spouse whose names are subscribed to the Bond Agreement executed herewith represents: I have read the Bond Agreement and I know the contents thereof; that I am the true and lawful owner of the Real Property which is set forth above as being my property and that I own such property free and clear of all encumbrances except as above noted and I further promise not to transfer or encumber any of said property until my liability on said Bond Agreement has been released. I understand that the Surety is permitting said Bond to remain in force upon reliance of the above statements made by me, I do hereby agree that the recording of this agreement shall constitute a lien on the above property in favor of Archie Halterman, agent, until all monies due under said Bond Agreement have been paid and all liability to said agent completely exonerated.

WITNESS

WITNESS

STATE OF

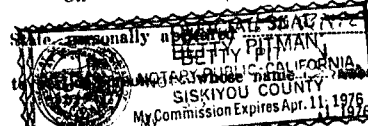
COUNTY OF

ss.

On JANUARY 18th 1976

before me, the undersigned, a Notary Public in and for said County and

known to me



NEUTHS

subscribed to the within instrument and acknowledged that SHE executed the same.

Betty Pitman
Notary Public in and For Said County and State

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of January, A.D., 1976 at 2:43 o'clock P.M., and duly recorded in Vol. 1176

of DEEDS on Page 1451

FEE \$ 6.00

WM. D. MILNE, County Clerk

By Hazel Draz Deputy