

# 23

**MERCHANTS**  
**BONDING COMPANY**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-0498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

FILED FOR RECORD  
AT 10:20 O'CLOCK A M.

AUG 03 2021

SHERRY DOWD, County Clerk  
NAVARRO COUNTY, TEXAS

BY DR DEPUTY

**TEXAS OFFICIAL BOND AND OATH**

THE STATE OF TEXAS }  
County of Navarro } ss.  
KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. TX5612502

That we, Thomas A. Jones, as Principal, and the  
MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound  
unto Navarro County Constable Pct. 3, his successors in office, in the sum of  
Two Thousand Dollars (\$2,000.00) DOLLARS, for the payment of which we  
hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 9th  
day of July, 2021, duly Appointed  
to the office of Deputy Constable Pct. 3 in and for Navarro  
County in the State of Texas, for a term beginning the 9th day of July, 2021 and ending the 31st day of December, 2024.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid  
officer, and shall

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made  
against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under  
this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating  
that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 9th day of July, 2021

Thomas A. Jones  
Principal

Thomas A. Jones  
MERCHANTS BONDING COMPANY (Mutual)  
By: [Signature]  
Mari Null Attorney-in-Fact

**ACKNOWLEDGEMENT OF PRINCIPAL**

THE STATE OF TEXAS }  
County of NAVARRO } ss.

Before me, JULI REEVES, a notary public, on this day personally appeared  
Thomas A. Jones known to me to be the person whose name is subscribed to the foregoing  
instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at NAVARRO COUNTY, TEXAS  
this 3RD day of AUGUST, 2021

SEAL

[Signature] Court Clerk  
NAVARRO County, Texas.

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, THOMAS A JONES, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of NAVARRO COUNTY DEPUTY CONSTABLE PCT 3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Thomas A. Jones

Sworn to and subscribed before me at 9:00AM, Texas, this 3RD day of AUGUST, 2021

SEAL

OATH OF OFFICE  
(General)

I, THOMAS A JONES, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of NAVARRO COUNTY DEPUTY CONSTABLE PCT 3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Thomas A. Jones

Sworn to and subscribed before me at NAVARRO COUNTY, Texas, this 3RD day of AUGUST, 2021

SEAL

NAVARRO County, Texas

THE STATE OF TEXAS

County of Navarro } ss

The foregoing bond of Thomas A Jones as Deputy Constable Pct 3 in and for NAVARRO County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Sherry Dowd

County Court

Navarro

Date

8-23-21

Sherry Dowd

County Judge,

NAVARRO

County, Texas

THE STATE OF TEXAS

County of Navarro

I, Sherry Dowd

County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 9th day of July, 2021, with its certificates of authentication, was filed for record in my office the 23 day of August, 2021, at 3:00 o'clock P M., and duly recorded the 23 day of August, 2021, at 3:00 o'clock P M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_

WITNESS my hand and the seal of the County Court of said County, at office in

Corsicana

\_\_\_\_\_, Texas, the day and year last above written

By Sherry Dowd Clerk  
Deputy

Sherry Dowd Clerk  
County Court Navarro County

# MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL)  
P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## COMMERCIAL BOND APPLICATION

Bond No. \_\_\_\_\_

Applicant (Exactly as it will appear on bond) <u>Thomas Anderson Jones</u>				
Home Address <u>270 Stonewall Drive</u>				Single <input type="checkbox"/> Married <input checked="" type="checkbox"/> Legal Domestic Partner <input type="checkbox"/>
City <u>Streetman</u>	State <u>TX</u>	Zip <u>75859</u>	Phone <u>214-505-6802</u>	FEIN/Social Security # <u>412-04-608</u>
Home E-mail <u>TJ4241@AOL.COM</u>		Business E-mail _____		
Business Address _____		City _____	State _____	Zip _____
Type of Business or Individual's Occupation _____		Type of Organization Individual <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/>		How long in business? _____
Name & Address of Owner or Co-Applicant or Indemnitor _____			Social Security # _____	% of Ownership _____
Name & Address of Owner or Co-Applicant or Indemnitor _____			Social Security # _____	% of Ownership _____
Obligee Name & Address _____	Type of Bond _____	Amount of Bond \$ _____		Effective Date _____
Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, give name and reason for change. _____		Other Surety Bonds in force? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide name of Surety: _____		

Has the applicant had any bankruptcies, liens, or judgments or compromises with any creditors in the past 5 years? ☐ Yes ☐ No If Yes, submit for underwriting.

**NOTICE:** The undersigned individual(s) hereby gives consent to MERCHANTS BONDING COMPANY (MUTUAL), and its subsidiaries, to obtain a consumer credit report about the individual in connection with this application for insurance. This authorization extends to subsequent consumer credit reports obtained for the purpose of reviewing, increasing the amount of, or any other legitimate purpose associated with the bond.

### INDEMNITY AGREEMENT

This Agreement entered into by and between the undersigned applicant or applicants and/or indemnitors, hereinafter called the undersigned, and Merchants Bonding Company (Mutual), hereinafter called the Company, witnesseth:

The undersigned certifies that the foregoing statements and declarations are true and, in consideration of the Company executing as surety the herein bond applied for, does hereby promise and agree to pay an annual premium to the Company until such time as the undersigned shall furnish the Company with evidence satisfactory to it of the complete termination of its liability on said bond.

The undersigned further agrees to indemnify and save harmless the said Company, in connection with any bond executed on behalf of the person or entity named as applicant, for, from and against any and all losses, costs, damages and expenses of any nature whatsoever, including counsel fees and expenses, and reimburse said Company for loss adjusting expenses and compensation at the rate of \$100.00 per day for officers and \$50.00 per day for all other personnel, which may accrue to the said Company by reason of the said Company having become surety on said bonds.

The undersigned hereby further agrees that the vouchers or other evidence of payments made by the said Company under its obligation of suretyship shall be conclusive evidence against the undersigned of the fact and extent of the undersigned's liability to the said Company under said obligation of the undersigned, whether said payments were made to discharge a penalty thereunder, incurred in the investigation of a claim made thereon or adjusting a loss or claim in connection therewith, or in completing the work covered thereby, and whether voluntarily made or paid after suit and judgment against said Company.

If the Company shall set up a reserve to cover any claim, suit or judgment under any such bonds, the undersigned will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security on such bonds, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other bonds coming within the scope of this Agreement.

This Agreement shall constitute a Security Agreement to the Company and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect. This Agreement shall, if recorded, constitute a consensual lien upon any and all real estate owned by the undersigned at the time of such recording. However, the filing or recording of this Agreement shall be solely at the option of the Company, and the failure to do so shall not release or impair any of the obligations of the undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of the Company under this Agreement or otherwise. The use of this Agreement as a Security Agreement, Financing Statement or consensual lien shall in no way abrogate, restrict or limit the rights of the Company under this Agreement or at law or in equity. The undersigned waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process.

It is further agreed that the terms and conditions of this application shall also apply to increases and/or decreases in the amount of any and all bonds, and shall also apply to all renewals whether the bond is continuous, renewed by Continuation Certificate or by the filing of a new bond.

The Company shall have the right, and is hereby authorized, but not required to fill up any blanks left herein, and to correct any errors in the description of any of said bonds, or in said premium or premiums, or in any name or names, it being agreed that such insertion or corrections, when so made, shall be prima facie correct. This application shall be liberally construed so as to fully protect and indemnify the Company, its successors, assigns and reinsurers. The undersigned appoints any officer of the Company as the attorney-in-fact of the undersigned with full right to execute on behalf of the undersigned any document necessary to carry into effect the intent and purposes of this Agreement.

A facsimile copy of this document or the signature(s) thereon, shall be deemed to be an original and/or original signature(s) for all purposes.

Dated the 6th day of July, 2021.

Sign Application Twice - as Applicant and Indemnitor

Witness

In consideration of the MERCHANTS BONDING COMPANY (Mutual) executing the bond herein applied for, I (we) jointly and severally join in the above indemnity agreement.

Witness

Witness

Witness

Witness

Indemnitor

Indemnitor

Indemnitor

Indemnitor

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Mari Null**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any, and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of July, 2021.



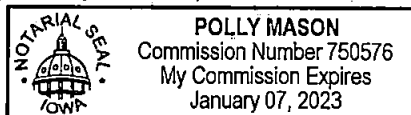
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 9th day of July, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of July, 2021.



*William Warner Jr.*  
Secretary



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## IMPORTANT NOTICE

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: [regulatory@merchantsbonding.com](mailto:regulatory@merchantsbonding.com)

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Edward M Polk Associates Inc

Call: 903-874-5671

Mail: PO Box 710 Corsicana, TX 75151-0710

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



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## TEXAS ENDORSEMENT

The following has been added, and supersedes any provision to the contrary.

**The following actions shall be commenced within 2 years and 1 day from the date the cause of action first accrues:**

1. Any claim, action, suit or proceeding against the Surety.