

# **REQUEST FOR IMMEDIATE POSSESSION RULE 510.5 TEXAS RULES OF CIVIL PROCEDURE**

## **IMMEDIATE POSSESSION BOND**

- The Plaintiff may, at the time of filing the petition or at any time prior to final judgment, file a possession bond to be approved by the judge in the probable amount of costs of suit and damages that may result to defendant in the event that the suit has been improperly instituted, and conditioned that the plaintiff will pay defendant all such costs and damages that are adjudged against plaintiff.

## **NOTICE TO DEFENDANT**

- The court must notify a defendant that the plaintiff has filed a possession bond. The notice must be served in the same manner as service of citation and must inform the defendant that if the defendant does not file an answer or appear for trial, and judgment for possession is granted by default, an officer will place the plaintiff in possession of the property on or after the 7<sup>th</sup> day after the date defendant is served with the notice.

## **TIME OF ISSUANCE AND EXECUTION OF WRIT**

- If judgment for possession is rendered by default and a possession bond has been filed, approved, and served under this rule, a writ of possession must issue immediately upon demand and payment of any required fees. The writ must not be executed before the 7<sup>th</sup> day after the date defendant is served with notice.

## **EFFECT OF APPEARANCE**

- If the defendant files an answer or appears at trial, no writ of possession may issue before the 6<sup>th</sup> day after the date a judgment for possession is signed or the day following the deadline for the defendant to appeal the judgment, whichever is later.

**HONORABLE BRUCE DALME  
JUSTICE OF THE PEACE, PCT #3**

813 N. KILGORE STREET  
KILGORE, TX 75662  
(903) 845-2672 x 1  
Civil Clerk – (903)237-2653  
Fax (903)309-4700

# BOND FOR IMMEDIATE POSSESSION

ALL BLANKS MUST BE COMPLETED

Case No. _____	
_____	<b>JUSTICE COURT</b>
<i>Plaintiff(s)</i>	
<b>Vs.</b>	<b>PRECINCT 3,</b>
_____	<b>GREGG COUNTY, TEXAS</b>
<i>Defendant(s)</i>	

We, the undersigned, as Principal and Sureties, acknowledge ourselves bound to pay to Defendant the sum of \$\_\_\_\_\_ dollars, being the probable amount of costs of suit and damages which may result to the Defendant in the event the above styled and numbered suit has been improperly instituted, and conditioned that Plaintiff will pay Defendant all such costs and damages as shall be adjudged against him in said cause.

WITNESS OUR HANDS THIS \_\_\_\_/\_\_\_\_/20\_\_\_\_

**Principal** (signature) \_\_\_\_\_

Print name of Principal \_\_\_\_\_

\_\_\_\_\_  
Address City Zip

**Surety** (signature) \_\_\_\_\_

Print name of Surety \_\_\_\_\_

\_\_\_\_\_  
Address City Zip

**Surety** (signature) \_\_\_\_\_

Print name of Surety \_\_\_\_\_

\_\_\_\_\_  
Address City Zip