

3251
Mortgage Agreement

At the request of Leon Harris and wife Mildred Harris (the undersigned) and upon the security hereof, BANKERS INSURANCE COMPANY (Surety) has arranged, executed or continued an appearance bond, numbered 84-7458, dated Oct. 22, 85

for Michael C. Harris (Principal).

Said bond is in the sum of \$ Twelve Thousand five hundred dollars and is posted in the County Courthouse Court of Shelby Ala.

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (jointly and severally, if more than one) absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representatives, successors, heirs and assigns as follows:

1. The undersigned shall have the Principal forthcoming before the Court named in said bond, or in the event of a bindover, the Court to which bound, at the time therein fixed, or as provided by law, and from day to day and term to term thereafter, as may be ordered by such Court.

2. The undersigned shall at all times indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may for any cause at any time directly or indirectly sustain or incur by reason or in consequence of the execution or continuation of said bond and every bond executed in substitution for said bond, with or without the consent of the undersigned. This indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgements, court costs, sheriff's fees, attorney fees and appellate attorney fees, suit orders and adjudications, recording and filing fees, reward offerings, investigative expenses reasonably incurred in the attempt to locate Principal, and incidental expenses incurred in Principal's apprehension and return to proper custody. The undersigned shall place the Surety in funds to meet every such loss, cost and expense before the Surety is required to pay the same. This Mortgage is given as security for the Surety in the event it becomes obligated to advance funds in the future as a result of having undertaken the above described bond obligation. It is the intention of the undersigned to allow a present and continuing lien on or interest in the herein described property in the amount of \$ 12500.00 plus a sum equal to an additional 25% thereof until the above obligation shall be terminated and cancelled.

3. The undersigned guarantees the payment of every premium on the bonds described above promptly when due without first requiring the Surety to proceed against the Principal.

4. To secure the payment and performance of every obligation described herein, the undersigned hereby grant, convey and mortgage to the Surety, all of the following described real property:

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A.K.A. 139 Commerce Street
Montevallo, Ala. 35115

5. The undersigned full warrant fee simple title to said property, shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all person. The undersigned shall insure said property in form and amount satisfactory to the Surety with a loss payable clause in favor of the Surety.

6. If any sum referred to herein remains unpaid ten (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this agreement, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.

7. The undersigned waive all notices and demands and shall pay all costs of collection incurred by the Surety in connection herewith, whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. The acquiescence of the Surety in any default by the undersigned shall not constitute a waiver of such default.

8. The term "Surety" shall include the Surety Company on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements or applicable law.

SIGNED, SEALED AND DELIVERED at _____, Florida,

this _____ day of _____ A.D., 19____.

Witness

Leon Harris
Owner

Witness

Mildred Harris
Owner

STATE OF Alabama
COUNTY OF Shelby

The foregoing instrument was acknowledged before me on

1st day of November, 1985

By Lucy H. Ottaway
Notary Public

My Commission Expires

PROMISSORY NOTE

\$ 12,500.00 Miami, Florida Oct 22, 1955
FOR VALUE RECEIVED the undersigned promises to pay to the order of The BANKERS INSURANCE COMPANY, herein referred to as "BANKERS"

the principal sum of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00),
together with interest thereon from date, at the rate of Eighteen per cent, per annum from forfeiture until maturity, said interest being payable

on the First day of January and
each year; both principal and interest being payable in lawful money of the United States or its equivalent, at 1833 - 34th Street North,
St. Petersburg, Florida 33713 said principal sum to be payable on the dates and in the amounts specified below, to-wit:

UPON DEMAND. In the event of forfeiture for any reason whatsoever of a bail bond posted on behalf of Michael C. Harris
or any violations of the Bond Agreement entered into in connection with said bond. It is the intention of the undersigned that this note, as secured by the
mortgage on the property, shall serve to hold "BANKERS", and/or its agents, harmless for any loss sustained in connection with said bond.

This note shall serve as full security for the above described bail bond, any extension, substitutions or increments.

UPON DEMAND. In the event of forfeiture for any reason whatsoever of a bail bond posted on behalf of

(Defendant) Michael C. Harris
or any violations of the Bond Agreement entered into in connection with said bond. It is the intention of the undersigned that this note, as secured by the
mortgage on the property, shall serve to hold "BANKERS", and/or its agents, harmless for any loss sustained in connection with said bond.

This note shall serve as full security for the above described bail bond, any extension, substitutions or increments.

Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each
of them liable as makers and endorsers.

Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of
this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect
the security hereof, whether suit be brought or not.

This note and deferred interest payments shall bear interest at the rate of 18 per cent, per annum from maturity until paid.

This note is secured by a first mortgage of even date herewith and is to be construed and enforced according to the laws of the State of
Florida; upon default in the payment of principal and/or interest due on any note secured by said Mortgage, all notes so secured and remaining unpaid
shall forthwith become due and payable notwithstanding their tenor.

Mr. J. D. Fickner STATE OF ALA. SHELBY CO. Michael C. Harris (Seal)
Witness I CERTIFY THIS INSTRUMENT WAS FILED

Lee H. Ottaway 1955 NOV - 1 AM 11: 51 Michael C. Harris (Seal)
Witness

Thomas A. Henderson, Jr.
JUDGE OF PROBATE