1092 LAP 984

K LL MEN BY THESE PRESEN

That BAILEY, BANKS & BIRCHFIELD, INC. , as Principal and AMERICAN INDEMNITY COMPANY of Galveston, Texas, as Surety, are held and firmly bound unto the State of Alabama in the sum of Twenty-five Thousand Dollars ($25,000.00) for the payment of which sum the said Principal and Surety bind themselves, their successors and assigns, by these presents.

Sealed with our seals and dated this 24th day of JUNE, 1985

WHEREAS, the Principal is engaged in the business of making bail bonds for persons, associations and corporations.

WHEREAS, Section 201 of the 1958 Recompiled Code of Alabama, Act 124 passed July 10, 1963 requires such persons known as professional bondsmen to file a bond in the penalty of Twenty-five Thousand Dollars ($25,000.00).

NOW THEREFORE, the condition of this bond is such that if the principal makes payment of all sums of money that may be due to the State of Alabama or any political subdivision thereof by virtue of any judgment absolute being rendered against said principal, then this obligation to be void; otherwise to remain in full force and effect.

BOOK 146 PAGE 01

This bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

FIRST: That regardless of the number of years this bond shall continue or be continued in force, or be renewed, and of the number of annual premiums that shall be payable or paid, the Surety shall not be liable hereunder for more in the aggregate than the above named penal sum.

SECOND: That if the Surety shall so elect, this Bond may be cancelled by giving thirty (30) days notice in writing to the Probate Judge of TUSCALOOSA------------- County in which the said Principal is engaged in the business of so making bonds and this Bond shall be deemed cancelled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this Bond for any act or acts covered by this Bond which may have been committed by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of the Bond and its release from all liability hereunder, refund the premium paid, less a pro rata part thereof for the time this Bond shall have been in force.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and seal and the Surety has caused this Bond to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year first above written.

BAILEY, BANKS & BIRCHFIELD, INC.

Its President Principal

Its Vice President and Secretary Principal

Principal

AMERICAN INDEMNITY COMPANY

BY J. H. Fundling Attorney In Fact

Gen. Bond Recd

0037 0303

RECORDED IN DEED BOOK & PAGE FILED ON

'85 JUL 1 PM 8 38

W. HARDY McCOLLUM
JUDGE OF PROBATE
TUSC. CO., ALA.

Approved in accordance with Section 201 of Act 124 of the Legislature of 1963.

This 1st day of July, 1985.

W. Hardy McCollum
Judge of Probate

1812-B 3rd Ave
Bessemer, AL 35020

# American Indemnity Company

GALVESTON, TEXAS

## POWER OF ATTORNEY

No. 1628

KNOW ALL MEN BY THESE PRESENTS:

That the American Indemnity Company, of Galveston, Texas, has made, constituted and appointed, and by these presents does make, constitute and appoint, J. H. FUNDLING---------------------------------------------------------------- of GALVESTON, TEXAS, its true, sufficient and lawful attorney with full power and authority to make, execute and deliver for it, in its name and in its behalf as surety, bonds and undertakings as follows:

ALL BONDS AND UNDERTAKINGS PROVIDED HOWEVER THAT NO BOND SHALL BE IN EXCESS OF THE SUM OF FIVE HUNDRED THOUSAND AND NO/100----------- ($ 500,000.----) DOLLARS UNLESS THE EXECUTION OF SUCH BOND BE AUTHORIZED BY THE HOME OFFICE IN WRITING OR BY TELEGRAM.

subject, however, to the instructions, rules and regulations which said American Indemnity Company may from time to time promulgate and not otherwise; hereby giving its said attorney full power and authority to do everything whatsoever requisite and necessary to be done for the purpose of making, executing and delivering such obligations as fully as the officers of said American Indemnity Company could do if personally present, and hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof, but reserving to itself full power of substitution and revocation.

IN WITNESS WHEREOF the American Indemnity Company has caused its Corporate Seal to be hereunto attached and these presents to be duly executed by its proper officers at the City of Galveston, Texas, this 5th day of January, 19 81.

AMERICAN INDEMNITY COMPANY,

BOOK 146 PAGE 02

Attest (Signed) Phillip E. Apgar
Secretary.

By (Signed) James V. Glynn
Vice-President.

EXTRACT FROM BY-LAWS OF AMERICAN INDEMNITY COMPANY

Article 7 – Section 7. The President or any Vice President shall have power by and with the concurrence of any Secretary or Assistant Secretary, to appoint any Attorney-in-Fact, or to authorize any person or persons to execute on behalf of the Company, any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies and affix the seal of the Company thereto.

STATE OF TEXAS,
COUNTY OF GALVESTON, } ss:

I, Phillip E. Apgar, Secretary of the America[n] Indemnity Company, hereby certify that the foregoing is a true copy of Article 7, Section 7, of the By-Laws of th[e] American Indemnity Company.

Given under my hand and the seal of the said American Indemnity Company this 5th da[y] of January, 19 81.

(Signed) Phillip E. Apgar
Secretary.

STATE OF TEXAS,
COUNTY OF GALVESTON, } ss:

On this 5th day of January, 19 81, before me, the subscriber, a notary public in and for Galveston County, Texas, duly commissioned and qualified, came James V. Glynn, Vi[ce] President, and Phillip E. Apgar, Secretary, of the American Indemnity Company, to [me] personally known to be the persons described in and who executed the foregoing instrument and they duly a[nd] severally acknowledged to me that they executed the same for the purposes and consideration therein express[ed] and in the capacities therein stated; and each of them being by me duly and severally sworn, each for hims[elf] deposes and says that they reside in Galveston, Texas, that they are the Vice-President and Secreta[ry] respectively, of the American Indemnity Company, the corporation described in and which executed the forego[ing] instrument; that they know the corporate seal of said corporation; that the seal affixed to the foregoing inst[ru]ment is such corporate seal; that it was so affixed by order of the board of directors of said corporation and th[at] they signed their names thereto by like order.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and y[ear] first above mentioned.

(Signed) Dorothy L. Williams
Notary Public, Galveston County, Texas.
My Commission expires March 17, 1984

STATE OF TEXAS,
COUNTY OF GALVESTON, } ss:

I, R. E. Barfield, Assistant Secretary of American Indemnity Company, do hereby cer[tify] that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, whic[h is] still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Cit[y of] Galveston, Texas, this 24th day June A. D., 19 85.

R E Barfield
Assistant Secretary.

F & S 220 TLS 1M 10-79

**Bond No.** LAP 98414

# AMERICAN INDEMNITY COMPANY

## COLLATERAL AGREEMENT

**This Agreement,** made between Donald P. Schlick or Lynn M. Schlick

(Insert full name and address of owner of collateral)

(hereinafter called the Depositor) and AMERICAN INDEMNITY COMPANY (hereinafter called the Company), a Texas Corporation.

WITNESSETH:

WHEREAS, in consideration of the deposit of collateral security described in the receipt hereto annexed, the Company has executed or procured the execution of, or may hereafter execute or procure the execution of, obligations of Guaranty or Suretyship on behalf of Bailey, Banks & Birchfield, Inc.

(Insert full name and address of person for whom Suretyship is desired)

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, receipt whereof is hereby acknowledged, it is agreed:

FIRST. The said cash and/or securities are deposited with the Company to indemnify it against any and all claims, damages, actions, losses, liabilities, charges, expenses, demands and costs of whatsoever nature including premiums, counsel and attorneys' fees, etc., growing out of the execution of the obligations in the above entitled matter, any renewal, extension thereof or substitution therefor, or any other bond, or bonds, undertaking or undertakings which have been heretofore, or may hereafter be executed by the Company for, or at the request of, or on the indemnity of the Depositor.

BOOK 146 PAGE 03

SECOND. The Depositor hereby expressly releases and discharges the Company of and from any loss, liability or responsibility for, because or on account of the failure or insolvency of any trust company or depository in which said collateral may be deposited. The Depositor also releases and discharges the Company of any liability or responsibility for any loss, expense, or damage, of or to the said collateral arising from any other cause whatsoever except acts of neglect of the Company, and in the event that any of said collateral consists of bonds and/or other interest bearing obligations having coupons attached, there shall be no duty upon the part of the Company, in the absence of an express, written direction by the Depositor to do so, to detach, as they mature, and collect the proceeds of any interest coupon of any such bond and/or other obligation. The right, however, is hereby expressly granted the Company at its discretion or option to detach upon maturity and collect any such interest coupon, bond and/or other obligation. In the event, however, of such a direction or the exercise of the option to collect as aforesaid, the right is granted to the Company to decide (which shall be final) whether the proceeds of any coupons shall be returned to the Depositor or shall, subject to the terms hereof, be held by the Company as additional Security.

THIRD. In case of depreciation of said securities, or any of them, a deposit of cash by Depositor shall be made forthwith, or at the option of the Depositor additional satisfactory securities deposited so that the market value of the collateral and cash shall always be equal to at least the present market value of the said securities.

FOURTH. Should the Depositor refuse upon demand to make the said cash payment and/or deposit of securities herein required, the Company may summarily apply to a Court of Equity of competent jurisdiction for a decree specifically requiring the said deposit of cash and/or deposit of such securities to be made.

FIFTH. The Depositor grants to the Company the irrevocable right, power and authority to, at any time or times, in the event that the said Company shall incur or sustain or become liable for, or be threatened with, any loss, expense, charge, cost, liability or damage by reason of the execution of any of the aforesaid bonds or undertakings, or if the premiums thereon shall not have been paid, without further demand or notice, and without advertisement, sell, assign, deliver and transfer the whole or any part of the said securities, substitutes or additions (at its option) at any broker's board or at any public or private sale, or at any other available market; the Depositor hereby ratifying and confirming any action of the said Company in connection therewith. And upon such sale or sales, the right is also granted to the Company to become purchasers thereof, freed from and discharged of any equity of redemption. All legal or other costs, charges and expenses for the sale and delivery of any securities are to be deducted from the proceeds of such sale and the residue held as security for, and applied on the liability arising on any of the said bonds or undertakings, the overplus, if any, subject to the terms hereof, to be returned to the Depositor. But if there be any deficiency, the Depositor shall forthwith reimburse the Company for any unsatisfied loss or liability.

0305

SIXTH. The Company agrees, upon full compliance with and fulfillment of all the terms and conditions of all of the said bonds or undertakings and the agreements contained in any applications pursuant to which they are or may have been executed, that it will return to the Depositor the said cash and/or securities or so much thereof then remaining, which the Depositor hereby agrees to accept in full accord and satisfaction of and for the deposit herein made.

Delivery by the Company of collateral or proceeds or any part thereof to any one or more depositors hereunder shall be deemed delivery to all depositors.

0037

It is agreed that this instrument shall inure to the benefit of and be binding upon the Depositor and the Company, his, their and its respective heirs, executors, administrators, successors and assigns.

SIGNED, SEALED and DATED this 24th day of June 19 85

x Donald P. Schlick (SEAL)

x Lynn M. Schlick (SEAL)

AMERICAN INDEMNITY COMPANY

By [signature] J. H. Fundling Secretary

STATE OF ALABAMA §
TUSCALOOSA COUNTY §

Cathy Booth

CATHY BOOTH, NOTARY PUBLIC, IN AND SAID COUNTY, IN SAID STATE

**IMPORTANT.** This agreement must be returned when Depositor (if entitled thereto) requests surrender of the within described securities. SEE OVER

F&S 23 Rev. 7-77 2M

My Commission Expires: 12-9-87

## RECEIPT FOR COLLATERAL

RECEIVED from the Depositor named in the within agreement the following:

Certificate of Deposit No. 48973
First Alabama Bank of Tuscaloosa, N.A.
Tuscaloosa, Alabama
Amount: $25,000.
Dated: May 20, 1985

as collateral security subject to all and singular, the terms of the within agreement.

DATED this 24th day of June, 19 85

AMERICAN INDEMNITY COMPANY

By J. H. Fundling Secretary

BOOK 146 PAGE 04

## RETURN OF COLLATERAL

RECEIVED from the AMERICAN INDEMNITY COMPANY:

0037 0306

RECORDED IN ABOVE
DEED BOOK & PAGE NO.
FILED ON

'85 JUL 1 PM 8 39

W. HARDY McCOLLUM
JUDGE OF PROBATE
TUSC. CO., ALA.

JUL01-85 02:35PM
#00000037
#00000303
BONDS ·····11.00
TOTL ·····11.00
CASH ·····11.00
A2859 C1 #77

in full return of the collateral security deposited under the terms of within agreement and the undersigned hereby releases the AMERICAN INDEMNITY COMPANY from any and all liability by reason of the said deposit and agreement.

DATED this ______ day of ______, 19____

Witness:

______________________ ______________________(Seal)

# DETACH THIS STUB BEFORE ISSUING

CONTROL NO.
134217

ACCOUNT NO.
4056

## STATE OF ALABAMA

SHELBY County

LICENSE NO.
1383

LICENSE YEAR
1986-1987

ISSUED TO:
O.K. BONDING,CO.DIV. OF B.B.B.
1812 B 3RD AVE NO.
BIRMINGHAM AL 35020

| DATE ISSUED | | |
|---|---|---|
| 12 | 18 | 86 |
| MO. | DAY | YR. |

| LICENSE TYPE | |
|---|---|
| STORE LICENSE | |
| CHAIN STORE LICENSE | |
| OCCUPATIONAL LICENSE | X |

BUSINESS LOCATION:
O.K. BONDING,CO.DIV. OF B.B.B.
BIRMINGHAM AL 35020

**EXPIRES:**
**SEPTEMBER 30, 1987**

| :TION | BUSINESS TYPE | LICENSE AMOUNT | FEE | PENALTY | CITATION | INTEREST | TOTAL |
|---|---|---|---|---|---|---|---|
| 64 | BOND MAKERS | 150.00 | 1.00 | .00 | .00 | .00 | 151.0C |

BOOK 146 PAGE 05

TRANSFER OF LICENSE

...vidence having been adduced before me that a bona fide sale ...he business licensed by this certificate has been made by ...nsee, this license is transferred to said purchaser.

State Comptroller

Name of Purchaser

Commissioner of Revenue

Issuing Authority

Issuing Authority

| | |
|---|---|
| TOTAL | 151.0C |
| MAIL FEE | .0C |
| TOTAL WITH MAIL FEE | 151.0C |

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 AUG 14 PM 3:43

JUDGE OF PROBATE

RECORDING FEES

Recording Fee $ 12.50

1.00

13.50