

QUIET TITLE BOND

BOND NO. 58675903

\$152,931.00

5723773D

KNOW ALL MEN BY THESE PRESENTS, THAT AMY R. MILLING, AS PRINCIPAL, AND WESTERN SURETY COMPANY, A CORPORATION UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO FIRST AMERICAN TITLE INSURANCE COMPANY IN THE PENAL SUM OF ONE HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED THIRTY-ONE AND NO/100 - - - DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TO THE PAYMENT OF WHICH WELL AND TRULY TO BE MADE, WE HEREBY BIND OURSELVES AND OUR HEIRS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY FIRMLY BY THESE PRESENTS.

WHEREAS, AMY R. MILLING IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE TO WIT:

SEE ATTACHED LEGAL DESCRIPTION

WHEREAS THE SAID AMY R. MILLING NOW DESIRES TO MORTGAGE OR SELL SAID REAL ESTATE AND HAS APPLIED TO FIRST AMERICAN TITLE INSURANCE COMPANY FOR A TITLE INSURANCE POLICY, AND,


WHEREAS, FIRST AMERICAN TITLE INSURANCE COMPANY IS UNWILLING TO INSURE THE TITLE OF SAID REAL ESTATE WITHOUT BEING PROPERLY INDEMNIFIED AGAINST ANY LOSS OR FOR ANY CLAIMS ARISING FROM RIGHTS OF PERSONS, FIRMS OR ENTITIES ENTITLED TO REDEEM ENTITLED TO REDEEM REAL ESTATE UNDER THE STATUTES OF ALABAMA WHICH RIGHTS WILL EXIST DURING THE STATUTORY PERIOD MAY 27, 2010 THROUGH SEPTEMBER 3, 2010.

NOW, THEREFORE, IF THE PRINCIPAL SHALL INDEMNIFY AND HOLD HARMLESS SAID FIRST AMERICAN TITLE INSURANCE COMPANY FOR AND ON ACCOUNT OF ANY CLAIMS AS ABOVE DESCRIBED, THEN THIS OBLIGATION SHALL BE VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS, WHEREOF, THE PRINCIPAL AND SURETY HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS MAY 27, 2010.

Return to:
FIRST AMERICAN TITLE INSURANCE
RECORDING DIVISION
2605 ENTERPRISE ROAD STE#300
CLEARWATER, FL 33759-9966


AMY R. MILLING


WESTERN SURETY COMPANY
H. CARLTON RUSHIN
ATTORNEY-IN-FACT



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Patton Bradford Jr, Thomas A. Roberts, H. Carlton Rushin, Patsy Parrish, Individually

of Birmingham, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 7th day of July, 2008.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

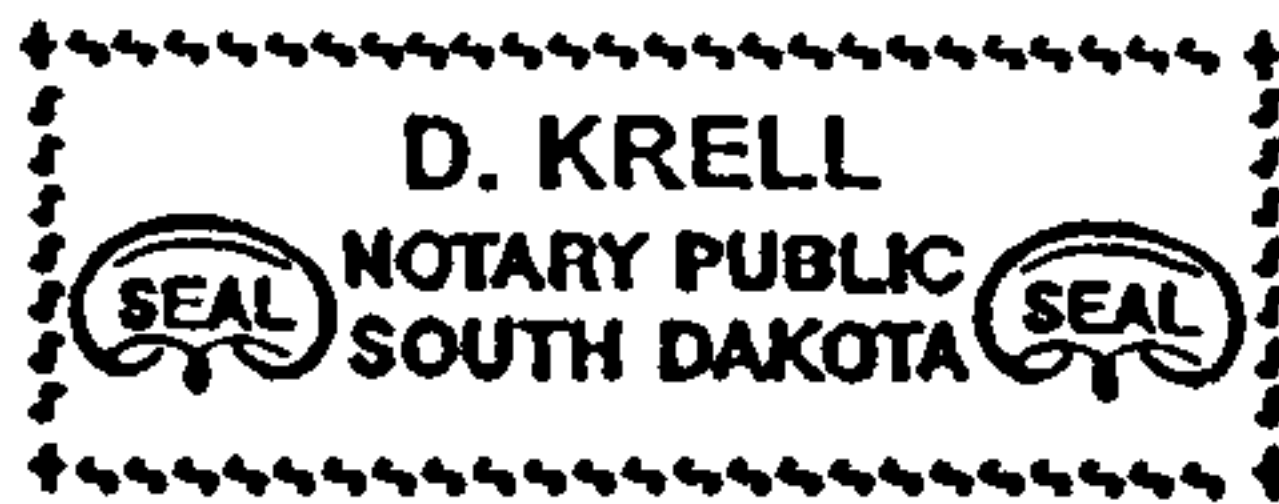
State of South Dakota
County of Minnehaha

} ss

On this 7th day of July, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of May, 2010.



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WESTERN SURETY COMPANY


L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.


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Section
Public Official 1
Fidelity 2
Probate 3
Referee, Receiver, etc. 4
Court 5
License 6
Lost Securities 7

CNA SURETY

Form 10
APPLICATION FOR BOND – ANY KIND

Individual ☐
Partnership ☐
Corporation ☐
Limited Liability Company ☐
Limited Liability Partnership ☐

Applicant (For partnership, give full names of partners and trade names) Please print or type <u>Amy R. Mullins</u>				Social Security # <u>[REDACTED]</u>	Date of Birth <u>12/26/75</u>	Married <input type="checkbox"/> Single <input type="checkbox"/>
Residence Address (Street and Number) (City) (State) (Zip) (Telephone #) (Fax #) (Email Address) <u>1814 Leybourne Loop Wesley Chapel FL 33543</u>						
Business Address (Street and Number) (City) (State) (Zip) (Telephone #) (Fax #) (Email Address)						
Occupation or business		How long so engaged?		Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change.		
Type of Bond <u>Quiet Title Bond</u>				Amount of Bond <u>\$152,931.00</u>	Effective Date <u>5/27/10</u>	
Complete name and address of Obligor <u>First American Title Ins. Co.</u>						

FINANCIAL STATEMENT as of _____

Check applicable section on the reverse side to see whether a financial statement is necessary.

Check one: ☐ Business Financial Statement ☐ Personal Financial Statement

ASSETS			LIABILITIES		
Cash (List Banks)			Accounts Payable		
			Taxes due & accrued		
Stocks + Bonds – Describe			Notes Payable to Bank		
			Notes Payable to Others (Describe)		
Notes Receivable – Describe			Mortgage on Real Estate	A	
Merchandise or Material in Stock			Mortgage on Real Estate	B	
Accounts Receivable			Other Liabilities – Describe		
Real Estate, Homestead	A				
Real Estate, Investment	B		TOTAL LIABILITIES		
Furniture and Fixtures			Capital Stock (Paid in)		
Other Assets – Describe			NET WORTH OR SURPLUS		
TOTAL ASSETS			TOTAL Liabilities and Net Worth		

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- (1) To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due,
- (2) To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company,
- (3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant,
- (4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship,
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company,
- (6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom,
- (7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party
- (8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract,
- (9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement,
- (10) That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57104, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination
- (11) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this 27th day of May, 2010


Agency <u>BBVA Compass Insurance</u>		
Address <u>P. O. Box 530350</u>		
<u>Birmingham, AL 35253-0350</u>		
City	State	Zip
Agent's Code _____		

Signature & Business/Corporate Title	
<u>[Signature]</u>	"Indemnitor"
<u>[Signature]</u>	"Indemnitor"
<u>[Signature]</u>	"Indemnitor"
Note: Personal indemnitors should sign their names before the word "indemnitor" in their own handwriting, e.g. <u>[Signature]</u> "Indemnitor"	

AGENT'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant. _____

AGENT: Check here if this correspondence was previously faxed or emailed to CNA Surety. ☐


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