

Recording prepared and
requested by Maryorie Cueva,
And after recording return
This document to:

Action Immigration Bonds &
Insurance Services, Inc.
1133 SE 3rd Avenue,
Ft. Lauderdale, FL 33316
(954) 467-8888

Recorder's Use Only



20130528000216040 1/3 \$24.00
Shelby Cnty Judge of Probate, AL
05/28/2013 10:48:30 AM FILED/CERT

MORTGAGE AGREEMENT

(Contingency Mortgage)

KNOW ALL MEN BY THESE PRESENTS, That at the request of

CARLOS RAMIREZ

(the undersigned, hereinafter referred to as "Mortgagors"), and upon the security hereof, **Bankers Insurance Company**, a Florida Corporation, and Action Immigration Bonds & Insurance Services, Inc., a Florida Corporation, herein call trustee, has arranged, executed or continued an appearance bond for **RONALD HUMBERTO GUTIERREZ** (Defendant/Principal).

Said Mortgage is in the sum of **\$4,000.00 US Dollars**.

WITNESSETH, That for ten dollars and other good and valuable considerations, 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 representative, successors, heirs and assigns as follows:

1. The undersigned shall have the Principal/Defendant 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 estreasures and forfeitures, judgments, court costs, sheriff's fees, attorney fees and appellate attorney fees, investigation expenses and costs, suit orders and adjudications, recording and filing fees, reward offerings, 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 bond first mentioned above plus a sum equal to an additional 25% thereof until the above obligation is 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, to wit:

APN: 237260003007000

Fka: 325 DOGWOOD TRL, ALABASTER, AL 35007

Legal: SEE EXHIBIT "A"

This Mortgage Agreement together with the Promissory Note and Indemnity Agreement of even date herewith are intended to secure a bail bond executed in the matter of **US Immigration and Naturalization Service vs RONALD HUMBERTO GUTIERREZ, Case Id#: A-205568523**.



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5. The undersigned fully warrant fee simple title to said property, and shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all persons. 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 is 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 of applicable law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mortgagor(s) has executed these presents on this 1st day of **May, 2013.**

Signature of Trustor

CARLOS RAMIREZ

325 DOGWOOD TRL, ALABASTER, AL 35007

Signature of Trustor

Signature of Trustor

Signature of Trustor

State of **Alabama**

County of **SHELBY**

On this 1st day of **May, 2013** before me, Gerald L. Payne, Notary Public, personally appeared

CARLOS RAMIREZ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed this same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of **Alabama** that the foregoing paragraph is true and correct.

WITNESS in my hand and official seal.

Signature of Notary Public

GERALD L. PAYNE
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JANUARY 13, 2016
(Seal)

EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 7, ACCORDING TO THE SURVEY OF PARK FORES SUBDIVISION, SECOND SECTOR, AS RECORDED IN MAP BOOK 16, PAGE 84, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**PROPERTY ADDRESS: 325 DOGWOOD TRL, ALABASTER, AL 35007
PARCEL ID # 237260003007000**



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