

Recording prepared and  
requested by Judy Prager,  
And after recording return  
This document to:

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20151119000400250  
11/19/2015 01:00:59 PM  
MORT 1/5

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

## **MORTGAGE AGREEMENT**

(Contingency Mortgage)

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

**JUAN PABLO ARREOLA**

**CANDACE ARREOLA**

**CANDACE ARREOLA**

(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 **FRANCISCO JABIER BORRAZ-FLORES** (Defendant/Principal).

Said Mortgage is in the sum of **\$9,500.00 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 estreatures 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: 273050001054004

Fka: 120 PINE OAKS, MONTEVALLO, AL 35115

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 FRANCISCO JABIER BORRAZ-FLORES, Case Id#: A-206239683.

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 **17th** day of **November, 2015**.



Signature of Trustor

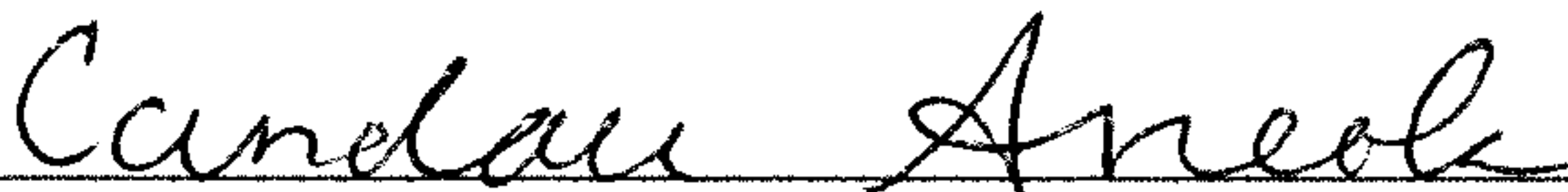
**JUAN PABLO ARREOLA**

**120 PINE OAKS, MONTEVALLO, AL 35115**



Signature of Trustor

**CANDACE ARREOLA**



Signature of Trustor

**CANDACE ARREOLA**

Signature of Trustor

State of **Alabama**

County of **SHELBY**

On this **17th** day of **November, 2015** before me, Gerald L. Payne a Notary Public, personally appeared

**JUAN PABLO ARREOLA,**

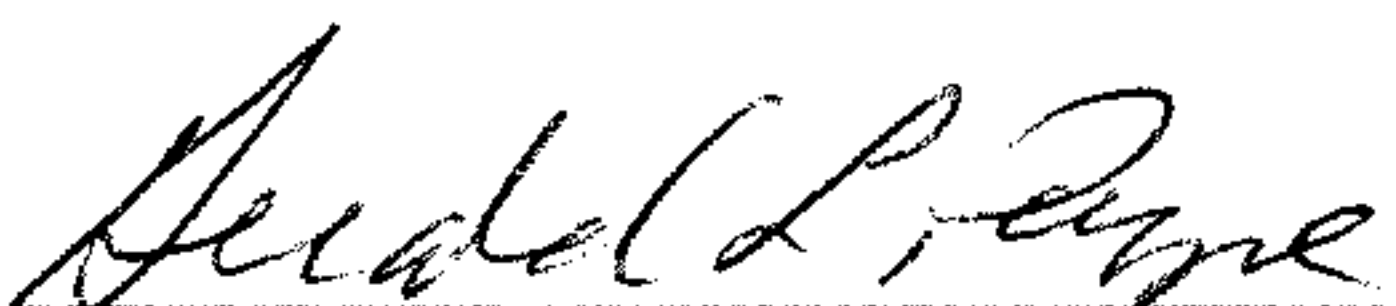
**CANDACE ARREOLA**

**CANDACE ARREOLA**

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

My Commission Expires **01/25/16**

(Seal)

ABBDT2

**EXHIBIT "A"**

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

**COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF SAID SECTION 5 A DISTANCE OF 2638.52 FEET TO A POINT ON THE NORTH MARGIN OF SHELBY COUNTY HIGHWAY NO 22; THENCE TURN A DEFLECTION ANGLE OF 82 DEGREES 10 MINUTES 19 SECONDS LEFT AND RUN EASTERLY ALONG SAID MARGIN OF SAID HIGHWAY A DISTANCE OF 100.37 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 02 DEGREES 40 MINUTES 45 SECONDS LEFT AND CONTINUE ALONG MARGIN OF SAID HIGHWAY A DISTANCE OF 210.00 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 95 DEGREES 30 MINUTES 26 SECONDS TO THE LEFT AND RUN NORTHERLY A DISTANCE OF 630.00 FEET TO A FOUND REBAR PROPERTY CORNER AND THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE RUN NORTH 84 DEGREES 06 MINUTES 38 SECONDS WEST A DISTANCE OF 460.52 FEET TO A FOUND PROPERTY CORNER; THENCE RUN NORTH 02 DEGREES 50 MINUTES 03 SECONDS EAST A DISTANCE OF 545.80 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 22 DEGREES 42 MINUTES 32 SECONDS WEST A DISTANCE OF 167.11 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 73 DEGREES 23 MINUTES 26 SECONDS WEST A DISTANCE OF 300.00 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 11 DEGREES 31 MINUTES 11 SECONDS EAST A DISTANCE OF 164.38 FEET TO A POINT IN THE CENTERLINE OF BRANCH; THENCE RUN SOUTHEASTERLY AND NORTHEASTERLY ALONG THE CENTERLINE OF SAID BRANCH THE FOLLOWING 15 CALLS:**

**SOUTH 63 DEGREES 51 MINUTES 12 SECONDS EAST A DISTANCE OF 50.0 FEET TO A POINT; THENCE SOUTH 53 DEGREES 32 MINUTES 52 SECONDS EAST A DISTANCE OF 75.32 FEET TO A POINT; THENCE SOUTH 71 DEGREES 34 MINUTES 16 SECONDS EAST A DISTANCE OF 65.98 FEET TO A POINT; THENCE SOUTH 44 DEGREES 00 MINUTES 43 SECONDS EAST A DISTANCE OF 64.09 FEET TO A POINT; THENCE SOUTH 77 DEGREES 54 MINUTES 24 SECONDS EAST A DISTANCE OF 79.15 FEET TO A POINT; THENCE NORTH 47 DEGREES 13 MINUTES 39 SECONDS EAST A DISTANCE OF 97.50 FEET TO A POINT; THENCE**



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NORTH 60 DEGREES 58 MINUTES 26 SECONDS EAST A DISTANCE OF 30.77 FEET  
TO A POINT; THENCE NORTH 74 DEGREES 46 MINUTES 48 SECONDS EAST A  
DISTNACE OF 47.10 FEET TO A POINT; THENCE SOUTH 83 DEGREES 21  
MINUTES 53 SECONDS EAST A DISTANCE OF 77.36 FEET TO A POINT; THENCE  
NORTH 89 DEGREES 39 MINUTES 47 SECONDS EAST A DISTANCE OF 53.83 FEET  
TO A POINT; THENCE SOUTH 70 DEGREES 55 MINUTES 42 SECONDS EAST A  
DISTANCE OF 65.21 FEET TO A POINT; THENCE NORTH 73 DEGREES 51  
MINUTES 09 SECONDS EAST A DISTANCE OF 40.20 FEET TO A POINT; THENCE  
NORTH 40 DEGREES 11 MINUTES 04 SECONDS EAST A DISTANCE OF 64.33 FEET  
TO A POINT; THENCE NORTH 34 DEGREES 23 MINUTES 59 SECONDS EAST A  
DISTNACE OF 41.56 FEET TO A POINT; THENCE NORTH 61 DEGREES 59  
MINUTES 57 SECONDS EAST A DISTNACE OF 30.84 FEET TO A POINT; THENCE  
SOUTH 00 DEGREES 22 MINUTES 56 SECONDS WEST A DISTANCE OF 1015.75  
FEET TO THE POINT OF BEGINNING, CONTAINING 11.0 ACRES, MORE OR LESS.

**LESS AND EXCEPT:**

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF  
THE NORTHEAST OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 3 WEST,  
SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTHERLY ALONG THE  
WEST LINE OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF SAID  
SECTION 5 A DISTNACE OF 2638.52 FEET TO A POINT ON THE NORTH MARGIN  
OF SHELBY COUNTY HIGHWAY NO 22; THENCE TURN A DEFLECTION ANGLE  
OF 82 DEGREES 10 MINUTES 19 SECONDS LEFT AND RUN EASTERLY ALONG  
SAID MARGIN OF SAID HIGHWAY A DISTANCE OF 100.37 FEET TO A POINT;  
THENCE TURN A DEFLECTION ANGLE OF 02 DEGREES 40 MINUTES 45  
SECONDS LEFT AND CONTINUE ALONG MARGIN OF SAID HIGHWAY A  
DISTANCE OF 210.00 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE  
OF 95 DEGREES 30 MINUTES 26 SECONDS TO THE LEFT AND RUN NORTHERLY  
A DISTANCE OF 630.00 FEET TO A FOUND REBAR PROPERTY CORNER AND THE  
POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE RUN  
NORTH 84 DEGREES 06 MINUTES 38 SECONDS WEST A DISTNACE OF 460.52  
FEET TO A FOUND PROPERTY CORNER; THENCE RUN NORTH 02 DEGREES 50  
MINUTES 03 SECONDS EAST A DISTNACE OF 545.80 FEET TO A PROPERTY  
CORNER, THENCE RUN NORTH 22 DEGREES 42 MINUTES 32 SECONDS WEST A  
DISTANCE OF 167.11 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 73  
DEGRRES 23 MINUTES 26 SECONDS WEST A DISTANCE OF 300.00 FEET TO A  
PROPERTY CORNER; THENCE RUN NORTH 11 DEGREES 31 MINUTES 11  
SECONDS EAST A DISTANCE OF 164.38 FEET TO A POINT IN THE CENTERLINE

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OF A BRANCH; THENCE RUN SOUTHEASTERLY AND NORTHEASTERLY ALONG  
THE CENTERLINE OF SAID BRANCH THE FOLLOWING 5 CALLS:

SOUTH 63 DEGREES 51 MINUTES 12 SECONDS EAST A DISTANCE OF 50.00 FEET  
TO A POINT; THENCE SOUTH 53 DEGREES 32 MINUTES 52 SECONDS EAST A  
DISTANCE OF 75.32 FEET TO A POINT; THENCE SOUTH 71 DEGREES 34  
MINUTES 16 SECONDS EAST A DISTANCE OF 65.98 FEET TO A POINT; THENCE  
SOUTH 44 DEGREES 00 MINUTES 43 SECONDS EAST A DISTANCE OF 64.09 FEET  
TO A POINT; THENCE SOUTH 77 DEGREES 54 MINUTES 24 SECONDS EAST A  
DISTANCE OF 79.15 FEET TO A POINT; THENCE LEAVING SAID BRANCH RUN,  
SOUTH 20 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 102.77  
FEET TO THE POINT OF BEGINNING, CONTAINING 0.90 OF AN ACRE, MORE OR  
LESS.

PARCEL ID# 273050001054004



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
11/19/2015 01:00:59 PM  
\$40.25 CHERRY  
20151119000400250

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the County Clerk.