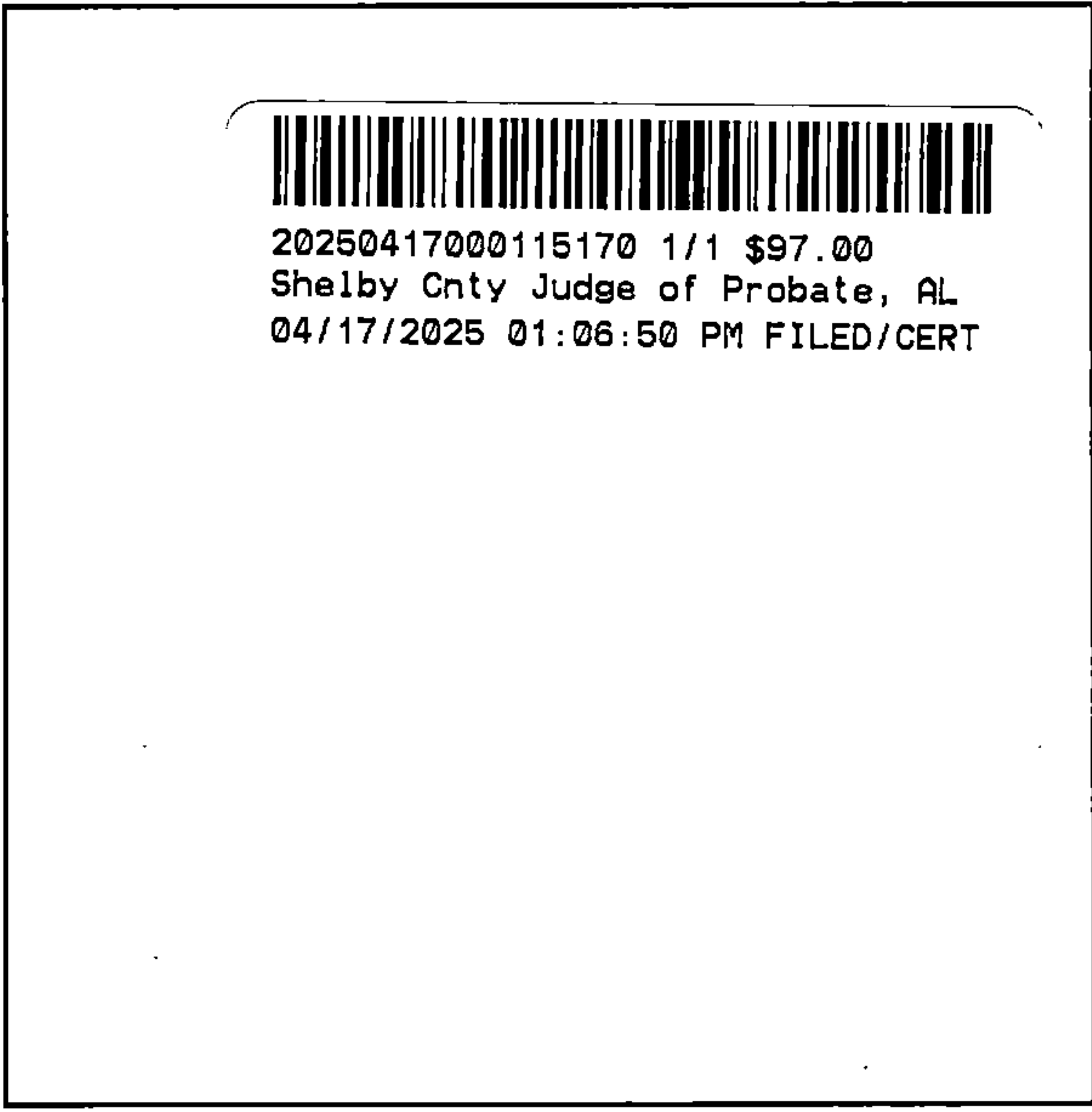




ROCHE SURETY AND CASUALTY CO., INC.
 4107 N. Himes Avenue • 2nd Floor • Tampa, FL 33607
 (813) 623-5042 • (800) 789-3899 • Fax (813) 623-5939



MORTGAGE DEED

THIS IS A Contingency MORTGAGE.

EXECUTED THIS 4 day of April, 2025 by Scott Lee Montgomery

hereinafter called the Mortgagor, to ROCHE SURETY AND CASUALTY CO., INC., 4107 N. Himes Avenue, 2nd Floor, Tampa, Florida 33607, hereinafter called the Mortgagee:

Witnesseth: That for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and conforms unto the Mortgagor is now seized and in possession, situate in Shelby County, in the State of AL viz:

This space reserved for use by Clerk of the Circuit Court

ID# 28-3-05-0-010-017-000 Property Type - other/unclassified
Address - 245 Rossburg Dr. Culver AL 35046
single family / 1/1 lot size. 0.26 acres / 11,326 sqft. frontage 50 ft Depth 176 ft
Tax District subdivision Rossburg Sector 11. Twn 22 S Rng 02 W / Sec: 5
Block / Lot 31. Legal description Rossburg Sector 11 Lot 31. Platbook 36 / Plat Page: 038
Census Tract 030605 / Block 2076. Lat 33.149377 Lon: 86.770151
Address - 245 Rossburg Dr Culver AL 35046

This Mortgage Deed is accepted as collateral for Bond No. AD25-044735 posted in behalf of Scott Lee Montgomery in the District Court of Shelby County, and

shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

Additionally, the undersigned Mortgagor does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor heirs, legal representatives or assigns, shall pay into the said Mortgagee, legal representatives or assigns, a certain Promissory Note, a copy of which is attached hereto, and shall pay all sums payable thereunder, and perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said Promissory Note and of this Mortgage. Also, said Mortgagor shall pay all taxes, insurance premiums reasonably required, all cost and expenses, including reasonable attorney's fees, which said Mortgagee may incur in collecting money secured by this Mortgage or in enforcing this Mortgage by suit or otherwise, then this Mortgage and the estate hereby created shall cease and be null and void.

If any sum of money herein referred to be not promptly paid within ten (10) days next after same become due, or if each and every agreement, stipulation, condition and covenant of said Note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee become due and payable. Anything in said Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said Note or this Mortgage accrued or thereafter accruing.

Signed, sealed and delivered in the presence of:

Adam Price
 Adam Price

Scott Lee Montgomery
 Mortgagor
245 Rossburg Dr.
 Address

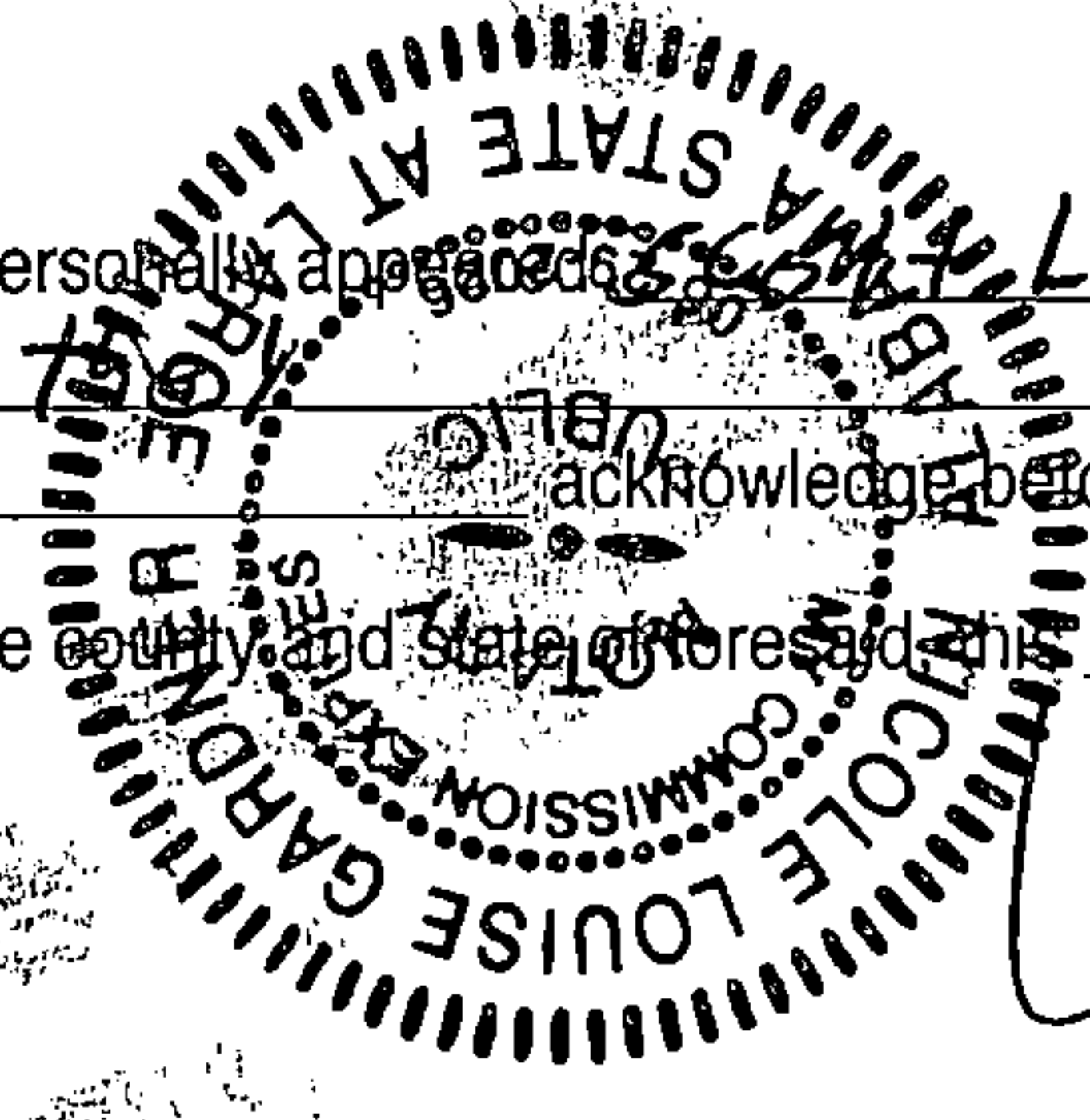
Price Bail Bonds
 158 Steeple Chase LN
 Vincent AL 35178
 205-222-8572

City Calera State AL Zip 35046 D.L. # 4011063
 Mortgagor

Address
 City State Zip D.L. #

Before me the undersigned authority personally appeared Scott Lee Montgomery, who upon being duly sworn, deposes and states that they are the person(s) who executed the foregoing instrument and they acknowledge before me that they executed the same.

Witness my hand and official seal in the county and state of Shelby this 4 day of April, 2025.



Nicole Louise Gardner
 NOTARY PUBLIC
 My Commission Expires: 08/31/26

Bond No. AD25-044735 50,000 CONTINGENT PROMISSORY NOTE Calabumy Alabama, 4-4-2025

For value received, Scott Lee Montgomery Promises to pay to the order of ROCHE SURETY AND CASUALTY CO., INC. Dollars, at 4107 N. Himes Avenue, 2nd Floor, Tampa, FL 33607, if and only if the following stated contingency occurs:

defendant in Case No. _____ in the Court of Shelby County, in the state of AL, by mortgagee, or upon payment of any expenses incurred by the mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause, with interest thereon at the rate of 21 percent, per annum, from the occurrence of the above stated protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and assessable costs, for making such collection.

Deferred interest payments to bear interest from maturity at 21 percent per annum, payable semi-annually. It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including Fifty thousand Dollars and interest. It is further agreed and specifically understood that this Note shall become null and void in the event said defendant Scott Lee Montgomery shall appear in the proper court at all the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder in writing, or otherwise to remain in full force and effect.

Date: 4-4-2025

Adam Price (Seal)
 Price Bail Bonds
 158 Steeple Chase LN
 Vincent AL 35178
 205-222-8572