

PROMISSORY NOTE

This note is being executed by the undersigned to secure the _____ (hereafter referred to as the Company) as Surety, upon forfeiture or estreatment of the surety bond(s) posted on behalf of the defendant named below.

ON DEMAND after date, for value received, I/we promise to pay to the order of the Company the sum of _____

(\$ _____) plus any applicable court costs, at _____, or at such other place or places as the owner or holder hereof may from time to time designate with interest at the rate of twelve (12) percent, per annum from Call Date until fully paid. The maker and endorser of this note further agree to waive demand, notice of nonpayment and protest and in case suit shall be not limited to, a reasonable attorney's fee. Further, the defendant and indemnitors respectfully waive all right of exemption under the Constitution and Laws of the State of Alabama or any other State.

It is further agreed and specifically understood that this NOTE shall become NULL and VOID in the event the said defendant

at the time or times so directed by the Judge or Judges of competent jurisdiction until all obligations under the bond or bond(s) posted on behalf of the defendant have been fulfilled and the Surety discharged of all liability thereunder, including, but not limited to, the amount of the bond(s).

- (1) _____ (SEAL) (4) _____ (SEAL)
(2) _____ (SEAL) (5) _____ (SEAL)
(3) _____ (SEAL) (6) _____ (SEAL)

Date: _____ WITNESS: _____

PROMISSORY NOTE - BOND PREMIUM

FOR VALUE RECEIVED, I/we promise to pay to the order of _____ at _____ or at such other place or places as the owner or holder hereof may from time to time designate, the sum of _____ Dollars (\$ _____) as follows:

- 1. In a down payment of _____ Dollars (\$ _____) and in _____ (number installment(s) of _____ Dollars (\$ _____) each, payable on the _____ day of _____ 20 _____, and each _____ thereafter until the full sum is paid, the last payment being _____ Dollars (\$ _____), or
2. In _____ (number) installment(s) or _____ Dollars (\$ _____) each, payable on the _____ day of 20 _____, and each _____ thereafter until the full sum is paid, the final payment being _____ Dollars (\$ _____).

Maker and endorser of this note shall pay to the Note holder a late charge of five (5) percent of any installment or \$5.00, whichever is greater, if not received by the holder within five (5) days after the installment is due. If this note is secured by a Security Agreement, in the event of default under the terms of said Security Agreement, or in the event any installment shall remain unpaid for as much as ten (10) days after the same shall become due, the holder hereof default on this note and the declaration by the holder of the entire indebtedness due, the principal balance remaining will begin accruing interest thereafter at the rate of twelve percent (12%) percent year until paid. Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama or any other State, and agree to pay all cost of collection, including, but not limited to a reasonable attorney's fee if this obligation is not paid at maturity. This Note shall be the joint and several obligations of all makers, sureties, guarantors and endorsers and shall be binding upon them and their heirs, successors and assigns. Demand, protest, and notice of protest, as well as, any and all other requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note. This note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of Alabama. At the option of the payee, this note shall become immediately due and payable without notice or demand on the happening of any one or more of the following events: 1. The failure of the undersigned to pay the principal, sum or interest thereon when due, or any installment thereof, or 2. The surrender of the defendant, _____ in any criminal case or action to the proper authorities by the surety in order to obtain release of the surety and/or indemnitor(s) from the liability of the bail, or 3. The forfeiture or estreatment of the surety bond(s) posted on behalf of the above defendant in any criminal case or action.

- (1) _____ (SEAL) (4) _____ (SEAL)
(2) _____ (SEAL) (5) _____ (SEAL)
(3) _____ (SEAL) (6) _____ (SEAL)

Date: _____ WITNESS: _____