

CONTINGENT PROMISSORY NOTE

No. \_\_\_\_\_ \$ \_\_\_\_\_, Florida,  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ after date, for value received, \_\_\_\_\_

Promise to pay to the order of AMERICAN SURETY COMPANY

Dollars, at P.O. Box 68932,  
Indianapolis, Indiana 46268, if and only if the following stated contingency occurs:

Upon the forfeiture or estreatment of the surety bond or bonds posted on behalf of \_\_\_\_\_, defendant in Case Number \_\_\_\_\_ in the Court of \_\_\_\_\_ County, Florida, 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 \_\_\_\_\_ percent, per annum, from the occurrence of the above stated contingency, until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and 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 \_\_\_\_\_ 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 \_\_\_\_\_ Dollars and interest.

It is further agreed and specifically understood that this Note shall become null and void in the event said defendant \_\_\_\_\_ 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 otherwise to remain in full force and effect.

X \_\_\_\_\_ (Seal)

X \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_, 20\_\_\_\_\_