

IF THE DEFENDANT FAILS TO APPEAR AT ANY COURT DATE, ALL OBLIGATIONS, COSTS, EXPENSES AND FEES SHALL BE ACCELERATED AND BECOME IMMEDIATELY DUE.

INDEMNITY AGREEMENT

WHEREAS, UNIVERSAL FIRE & CASUALTY INSURANCE CO., an Indiana Corporation, (hereinafter called the Surety), at the request of the undersigned, and upon the SURETY hereof, has or is about to become SURETY on an appearance bond for _____ in the sum of _____ Dollars by its certain bond or undertaking, a copy of which is attached hereto and make a part hereof:

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, receipt whereof by each of us is hereby acknowledged, the undersigned do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

1. That the undersigned will have the aforesaid _____ forthcoming before the above court named in said bond, attached hereto, at the time therein fixed, and from day to day and term to term thereafter, as may be ordered by the said court.
2. That the undersigned will at all times indemnify and save the said SURETY harmless from and against every and all claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication whatsoever which the said SURETY shall or may for any cause at any time sustain or incur, by reason or in consequence of the said SURETY having executed said bond or undertaking, will upon demand, place the said SURETY in funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication against it, by reason of such Suretyship, and before it shall be required to pay the same.
3. That the voucher or other evidence of any payment made by the said SURETY, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate both as to the propriety thereof and as to the extent of the liability thereof to the said SURETY.
4. That the said SURETY may withdraw from its Suretyship upon said bond or undertaking at any time that it may see fit, as provided by law.
5. That the agreement shall not be returned by the said SURETY at the time it shall be satisfied of the termination of its liability under said bond or obligation, but shall be retained as security for any liability that may at any time thereafter occur.
6. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.
7. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.

IN WITNESS WHEREOF, the undersigned have duly executed these presents this 4 day of MARCH, 2018

SIGNATURE OF WITNESS

Address _____

SIGNATURE OF INDEMNITOR

(SEAL)

Address _____

SIGNATURE OF WITNESS

Address _____

SIGNATURE OF INDEMNITOR

(SEAL)

Address _____

STATE OF _____ COUNTY OF _____

On this _____ day of _____, before me personally appeared _____,

_____ to me known to be the person described in and who executed the foregoing instrument and

thereupon acknowledged to me that _____ executed the same.

My Commission Expires _____

NOTARY

PROMISSORY NOTE

\$ _____ City and State _____

On demand after date, for value received, _____ Promise to pay to the order of Midwest Bonding, Inc. _____ DOLLARS, at 518 Branch Ct., Columbia City, IN 46725, with interest thereon at the rate of _____ per cent, per annum from Call Date 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, of the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at _____ per cent, per annum payable semi-annually.

It is further agreed and specifically understood that this note shall become Null and Void in the event the said defendant _____ shall appear in the proper court at 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, otherwise to remain in full force and effect.

DATE 3/4/18

SIGNATURE OF INDEMNITOR

DATE _____

SIGNATURE OF INDEMNITOR

DATE _____

SIGNATURE OF DEFENDANT

WHITE - AGENTS COPY YELLOW - COMPANY COPY