

DEED TO SECURE DEBT

STATE OF GEORGIA

_____ County.

THIS INDENTURE, Made the _____ day of _____, in the year Two Thousand _____, between _____ of the County of _____, and State of Georgia, whose address is _____ as party or parties of the first part, hereinafter called "Grantor", and Lexington National Insurance Corporation, a Maryland Corporation, whose address is P.O. Box 6098, Lutherville, Maryland 21094, as party of the second part, hereinafter called "Grantee".

WITNESSETH, That Grantor, for the consideration hereinafter set forth, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land described as follows:

commonly known as _____, together with all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof, are herein referred to as the "Property".

THIS CONVEYANCE is made under the provisions of the existing Code of the State of Georgia for the purpose of securing performance of each agreement of Grantor herein contained, and securing payment to the Grantee of the monies due to it and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by it (and as more fully set forth in that certain bail bond and/or indemnity agreement(s), which agreement(s) is made a part hereof by reference as though herein fully set forth), on account of, growing out of, or resulting from the execution of a bond or bonds on behalf of defendant:

_____ Bond No. _____

in the matter of _____ v _____
AND FOR WHICH AMOUNTS and the matters set forth in the bail bond and/or indemnity agreement, these presents are security.

The indebtedness hereby secured includes any renewal or extension of any part or all of said indebtedness; and if any portion of said indebtedness or any provision of this instrument shall be held invalid for any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said debt or instrument. Grantee may receive payment of the secured indebtedness and execute a valid cancellation or reconveyance hereof. No release of any part of the Property or extension of all or any part of the indebtedness hereby secured, shall effect the priority of this instrument.

TO HAVE AND TO HOLD the Property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple and Grantor is lawfully seized and possessed of the property, and has a good right to convey it, and it is unencumbered; and Grantor, the Property, unto Grantee, against Grantor, and against all and every other person or persons shall and will WARRANT AND FOREVER DEFEND.

Should the indebtedness hereby secured be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants, herein contained, then this deed shall be cancelled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed, and not as a mortgage.

The Grantor covenants and agrees, so long as any indebtedness secured hereby shall remain unpaid, to keep the Property and all improvements thereon in as good condition as now exists, natural wear and tear excepted, and also not to demolish, destroy, or remove any permanent structure now existing on the Property or make any alteration thereon that would constitute a structural change without the written consent of the Grantee; to pay all taxes and assessments that may by liens upon the Property, as they become due; and to keep the improvements on the Property fully insured against loss by fire and other hazards as may, from time to time, be required by Grantee in amounts and companies and with mortgage clause approved by Grantee, and shall deliver the policies of insurance and any renewals thereof to the Grantee; and that any tax, assessment, prior lien or premium of insurance, not paid when due by the Grantor may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of ten per cent per annum, and shall, with interest, be covered by the security of this deed.

AND Grantor hereby further covenants and agrees that in case of any default in any payment of said indebtedness or in the performance of any of the covenants herein expressed to be performed by Grantor, then and in that event, the entire amount of said principal indebtedness, together with any and all sums paid for account of Grantor in accordance with the provisions above set forth, shall, at the option of Grantee, then and thereby become due and payable forthwith, with accrued interest, and all expenses and cost of collection, including fifteen per centum of the amount due as attorney's fees, and the amount of such costs, expenses and fees shall be added to the amount of the debt hereby secured as part thereof, and as such shall also be covered by the security of this deed; and time is the essence of this contract.

Should default occur in the payment of any portion of the indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or condition recited herein, then and in that event Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the Property above described, or to the solvency or insolvency of Grantor, to the appointment of a receiver to collect the rents and profits of the Property and with the power to sell the Property under order of court and apply the net proceeds of the sale toward payment of the debt secured by this deed.

In consideration of the loan made Grantor by Grantee, and to further secure the indebtedness of Grantor to Grantee hereunder, Grantor hereby sells, assigns and transfers to Grantee all of the rent which shall hereafter become due or be paid on the Property; but Grantee agrees that this rent assignment will not be enforced so long as no default on the part of Grantor exists under the terms and conditions of this deed, and while no such default exists, Grantee waives its rights to and its interest in said rents, but upon any default in the performance of any agreement or covenant to be performed by Grantor under the terms of this deed, Grantor agrees that Grantee may enter upon the Property and collect rents therefrom, and hereby constitutes Grantee and Grantor's agent to declare the existence of a default hereunder, and Grantor hereby agrees that any tenant in the Property or any renting agent in charge thereof shall be, and is hereby, authorized when a default shall be so declared to exist, to pay any such rents to Grantee, to be applied toward the payment of the debt secured hereby or as provided by law.

The title, interest, rights and powers granted herein by Grantor and Grantee, particularly the power of sale granted herein, shall inure to the benefit of anyone to whom Grantee shall assign the indebtedness herein secured, and/or convey the Property, as well as to the successors and legal representatives of Grantee.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, grantor hereby grants to Grantee, the following irrevocable power of attorney: To Sell all or any part of the Property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of the Property in fee simple, which conveyance may contain recitals as to the happening to the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar equity of redemption of Grantor in and to the Property, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxed, assessments and premiums of insurance or other payments theretofore paid by Grantee, with ten per cent per annum thereon from date of payment, together with all costs and expenses of sale and fifteen percentum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor as provided by law.

AND Grantor further covenants that in case of a sale as hereinbefore provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

Whenever the terms "Grantor" or "Grantee" are used in this deed such terms shall be deemed to include the heirs, administrators, executors, successors and assigns of said parties. All rights and powers herein granted to the Grantee shall inure to and include its successors and assigns, and all obligations

herein imposed on the Grantor shall extend to and include Grantor's heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of: Grantor

UNOFFICIAL WITNESS (L.S.)

NOTARY PUBLIC (L.S.)

STATE OF GEORGIA, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

THE DEBT WHICH THIS INSTRUMENT WAS GIVEN TO SECURE HAVING BEEN PAID IN FULL. THIS INSTRUMENT IS HEREBY CANCELLED AND THE CLERK OF THE SUPERIOR COURT OF _____ COUNTY, GEORGIA, IS HEREBY AUTHORIZED AND DIRECTED TO MARK IT SATISFIED OF RECORD.

THIS _____ DAY OF _____, 20_____.

Deed to Secure Debt	From To	GEORGIA, _____ County	Clerk's Office, Superior Court, filed for record day of _____, 20____ at _____ M. and recorded in Deed Book _____, page _____ _____, 20____ _____, Clerk
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