

# MORTGAGE AGREEMENT

At the request of \_\_\_\_\_  
(the %Property Owner+), whose marital status is \_\_\_\_\_,  
and, whose address is \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, and upon the security hereof,

**LEXINGTON NATIONAL INSURANCE CORPORATION** (%Surety+), whose address is P.O. Box 6098, Lutherville, Maryland 21094, has arranged, executed or continued an appearance bond, numbered \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_ (the %Bond+) for \_\_\_\_\_ (%Principal+).

The Bond is in the sum of \$\_\_\_\_\_ and is posted in the \_\_\_\_\_ Court of \_\_\_\_\_.

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Property Owner (jointly and severally, if more than one) absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representatives, successors, heirs and assigns as follows:

1. The Property Owner shall have the Principal forthcoming before the Court named in the Bond, or in the event of a bindover, the Court to which bound, at the time therein fixed, or as provided by law, and from day to day and term to term thereafter, as may be ordered by such Court.
2. The Property Owner shall at all times indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may for any cause at any time directly or indirectly sustain or incur by reason or in consequence of the execution or continuation of the Bond and every bond executed in substitution for the Bond, with or without the consent of the Property Owner. This indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgments, court costs, sheriff's fees, attorney fees and appellate attorney fees, suit orders and adjudications, recording and filing fees, reward offerings, investigative expenses reasonably incurred in the attempt to locate Principal, and expenses incurred in Principal's apprehension and return to proper custody. The Property Owner shall place the Surety in funds to meet every such loss, cost and expense before the Surety is required to pay the same. This Mortgage is given upon the statutory condition as security for the Surety in the event the Surety becomes obligated to advance funds in the future as a result of having posted the Bond. It is the intention of the Property Owner to allow a present and continuing lien on or interest in the Property in the amount of \$\_\_\_\_\_ plus a sum equal to an additional 25% thereof until the above obligation shall be terminated and cancelled. %Statutory condition+is defined in **section 5302.14** of the Ohio Revised Code and provides generally that, if the mortgagor pays the principal and interest secured by this mortgage, performs the other obligations secured by this mortgage and the conditions of any prior mortgage, pays all the taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this mortgage shall be void.

3. The Property Owner guarantees the payment of every premium on the Bond promptly when due without first requiring the Surety to proceed against the Principal.
4. To secure the payment and performance of every obligation described herein, the Property Owner hereby grants, conveys and mortgages to the Surety, with mortgage covenants, all of the following described real property:

and commonly known as: \_\_\_\_\_ (the %Property+).

5. The Property Owner fully warrants fee simple title to the Property, and payment of all obligations of every nature thereon promptly when due. The Property Owner shall insure the Property in form and amount satisfactory to the Surety with a loss payable clause in favor of the Surety.
6. If any sum referred to herein remains unpaid ten (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this Mortgage Agreement, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.
7. The Property Owner waives all notices and demands and shall pay all costs of collection incurred by the Surety in connection herewith, whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. The acquiescence of the Surety in any default by the Property Owner shall not constitute a waiver of such default.
8. The term "Surety" shall include the surety company issuing the Bond and its agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements or applicable law.

SIGNED, SEALED AND DELIVERED at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

WITNESS (signature) _____	OWNER (signature) _____
(print) _____	(print) _____

WITNESS (signature) _____	OWNER (signature) _____
(print) _____	(print) _____

**STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_ by \_\_\_\_\_, who is/are personally known to me to be the individual(s) described herein (or who produced \_\_\_\_\_ as identification) who did (did not) take an oath and acknowledged that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the said County and State the day and year first above set forth.

Notary Public: _____	My Commission Expires: _____
Prepared By: _____	Address: _____

**This instrument depends upon the happening of a contingency before an obligation to pay is created**