

When recorded, return to:
Brian Frank
Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, Maryland 21094

REAL ESTATE MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS that _____

hereinafter call Mortgagor, whether one or more, hereby mortgages to Lexington National Insurance Corporation, a Maryland corporation, P.O. Box 6098, Lutherville, Maryland 21094, hereinafter called Mortgagee, the following described real estate and premises, situated in _____ County, State of Oklahoma to wit:

Address: _____

PARCEL NO.: _____

Legal Description:

together with all the improvements thereon and appurtenances thereunto belonging (hereinafter referred to as the "Mortgaged Property").
Mortgagor warrants the title to same.

This Mortgage is given to secure the payment and/or performance of Mortgagor's obligations under the terms of the Contingent Promissory Note, Indemnity Agreement or any other document signed by Mortgagor in favor of Mortgagee related to the \$_____ bail bond on defendant _____.

Mortgagor further agrees: (a) to pay the indebtedness and perform the obligations secured hereby as and when such payment or performance becomes due; (b) to pay and discharge all taxes and assessments before the same become delinquent; (c) to keep all improvements insured and under policies which are acceptable to, and for the benefit of, the Mortgagee; (d) to cure all title defects or clouds on or claims against Mortgagor's title which may arise or be discovered; (e) to keep all improvements in good condition and to repair or replace any damaged or destroyed improvements; (f) to discharge any levies, liens, attachments, or other claims which may be asserted against the Mortgaged Property. In the event of the failure of the Mortgagor to fulfill the agreements of this paragraph, the Mortgagee may purchase insurance or pay taxes, assessments or other liens, and shall have a lien secured by this Mortgage for the amount thereof with interest thereon at the maximum rate of interest on any indebtedness secured hereby.

Mortgagor hereby confers on Mortgagee and its assignees the power to sell the real estate described herein and the interests of persons therein in the manner provided in the "Oklahoma Power of Sale Mortgage Foreclosure Act", (Title 46, Oklahoma Statutes, Sections 43 through 47). The Mortgagee and its assignees, at their option, may either exercise the power of sale or foreclosure of this Mortgage as provided by law in the event the Mortgagor: (a) defaults in the payment of any indebtedness secured hereby; or (b) fails to perform any other covenant or agreement contained herein or in any other indebtedness, obligation or agreement of the Mortgagor to the Mortgagee, including but not limited to the Promissory Note and Indemnity Agreement; or (c) sells, conveys, transfers, mortgages, hypothecates, or in any other manner ceases to be the owner of all or any portion or interest of the Mortgaged Property. The Mortgagor does hereby appoint irrevocably the Mortgagee and its assignees as its true and lawful attorney in its name and stead, upon such default, to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases, contracts and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Mortgaged Property, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagor would have. As often as any proceedings may be taken to foreclose this Mortgage, the Mortgagor agrees to pay to the Mortgagee and its assignees a reasonable attorney's fee, in addition to other sums due, which shall be secured hereby. Upon the due payment of the indebtedness described above, and upon the performance of the other covenants and agreements hereof by the Mortgagor, this Mortgage shall become null and void, and discharged of record at the cost of the Mortgagor, which cost Mortgagor agrees to pay.

The Mortgagor, in the event of foreclosure hereunder, hereby waives appraisalment of Mortgaged Property, or not, at the option of the Mortgagee. Mortgagor also hereby waives any rights of homestead or exemption from creditors, which may exist relating to the Mortgaged Property.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE OR ITS ASSIGNEES TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON THE DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

SIGNATURE OF MORTGAGOR(S)

Signature
Print name: _____

Signature
Print name: _____

Signed and Delivered on this date: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a notary public in and for said county and state on this _____ day of _____ 2011, personally appeared to me _____ known to me to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: _____
Notary Public