

AND WHEN RECORDED MAIL TO:  
Lexington National Insurance Corp.  
P.O. Box 6098  
Lutherville, Maryland 21094

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**MORTGAGE**

At the request of \_\_\_\_\_  
(the "Undersigned") and upon the security hereof, LEXINGTON NATIONAL INSURANCE  
CORPORATION (the "Surety") has arranged, executed or continued a bond, numbered \_\_\_\_\_  
(the "Bond"), dated \_\_\_\_\_ for \_\_\_\_\_ (the "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 Undersigned (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 Undersigned 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, and to comply with all conditions of the release as may be ordered by such Court.

2. The Undersigned 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 Bond and every bond executed in substitution for the Bond, with or without the consent of the Undersigned. This indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgments, court costs, sheriff's fees, attorney's fees, recording and filing fees, reward offerings, investigative expenses reasonably incurred in the attempt to locate the Principal, and incidental expenses incurred in the Principal's apprehension and return to proper custody. The Undersigned 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 as security for the Surety in the event it becomes obligated to advance funds or make any payment as a result of having written the Bond. It is the intention of the Undersigned to allow a present and continuing lien on or interest in the property described in paragraph 4 below in the amount of \$ \_\_\_\_\_ until the Bond has been terminated, the above obligations have been complied with, and the Contingent Promissory Note/Indemnity Agreement signed by Undersigned have been fully satisfied.

3. The Undersigned 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 Undersigned hereby grant, convey and mortgage to the Surety, all of the following described real property (the "Property"):

5. The Undersigned fully warrant fee simple title to the Property, shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all persons. The Undersigned 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 10% per annum. The Surety may then foreclose this Mortgage, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur. Undersigned waives all rights of homestead exemption in the Property to the extent allowed by applicable law. The laws of South Carolina provide that in any real estate foreclosure preceding a defendant against whom a personal

judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

7. The Undersigned waive 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's fees, and collection agency fees. The acquiescence of the Surety in any default by the Undersigned shall not constitute a waiver of such default.

8. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements and applicable law.

SIGNED, SEALED AND DELIVERED at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

WITNESS/ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

"Owner"

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

"Owner"

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Print)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
The foregoing instrument was executed before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me to be the individual described herein (or who has produced \_\_\_\_\_ as identification) who did (did not) take an oath and acknowledge 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: (Signature) \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Address: \_\_\_\_\_

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