

PREPARED BY: Lexington National Insurance Corporation  
P.O. Box 6098  
Lutherville, Maryland 21094

RETURN TO: Lexington National Insurance Corporation  
Attn: Mark T. Holtschneider, Esquire  
P.O. Box 6098  
Lutherville, Maryland 21094

Parcel Identifier Number: \_\_\_\_\_

**MORTGAGE**

**THIS MORTGAGE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_, whose post office address is \_\_\_\_\_ (individually, collectively, jointly, and severally, "Mortgagor"), and Lexington National Insurance Corporation, a Florida Corporation ("Mortgagee"), whose post office address is P.O. Box 6098, Lutherville, Maryland 21094.

WITNESSETH:

This Mortgage is for the purpose of securing performance of each agreement of Mortgagor herein contained and securing payment to Mortgagee of (a) all monies due to Mortgagee pursuant to the Bail Bond Application and Agreement and the Indemnitor Application and Agreement, executed and delivered by Mortgagor on or about the date of this Mortgage (individually or collectively, the "**Agreements**"), (b) all losses, damages, attorneys' fees, investigation fees, forfeitures, judgments, court assessments, and liabilities suffered, sustained, or incurred by Mortgagee arising out of or relating to one or more bail bonds posted on behalf of defendant \_\_\_\_\_ in the amount of \$\_\_\_\_\_ in the case of \_\_\_\_\_ v. \_\_\_\_\_ ("**Action**"), Power Number(s) (if known) \_\_\_\_\_, and (c) on account of or related to the execution of any other bail bond executed or posted by or for Mortgagee in connection with or related to the Action or Agreements (all of the foregoing items described in clauses (a) through (c) above sometimes referred to collectively in this Mortgage as the "**Obligations**"). In consideration of these premises and for other consideration, and intending to be legally bound, Mortgagor does mortgage, grant, and convey unto Mortgagee, its successors and assigns, all of Mortgagor's right, title, and interest now owned or hereafter acquired in and to each of the following (collectively, the "**Property**"): (i) all those certain tracts of land located at **the street address of** \_\_\_\_\_, \_\_\_\_\_, Commonwealth of Pennsylvania described below ("**Land**"): \_\_\_\_\_

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a situs address of: \_\_\_\_\_

(ii) all buildings and improvements now or hereafter erected on the Land; (iii) all fixtures attached to the Land or any buildings or improvements situated thereon; and (iv) all estates, rights, tenements, hereditaments, privileges, rents, issues, profits, easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights.

TO HAVE AND TO HOLD the Property and all the estate, right, title, and interest, in law and in equity, of Mortgagor in and to the Property unto Mortgagee, its successors and assigns, forever. Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple, absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances except for those matters as of record as of the date hereof. Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Mortgagee and Mortgagee's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if all Obligations are timely paid and performed each and every representation, warranty, agreement, and condition of this Mortgage, the Agreements are complied with and abided by, this Mortgage and the estate hereby created, cease and be null, void and canceled of record .

Failure of Mortgagor or any other person liable to timely pay or perform any of the Obligations is a default ("**Default**") under this Mortgage. Upon the occurrence of Default the following remedies, without limitation, are available to Mortgagee: (i) Mortgagee may exercise any or all of Mortgagee's remedies under this Mortgage; or (ii) Mortgagee may take immediate possession of the Property or any part thereof (which Mortgagor agrees to surrender to Mortgagee) and manage, control, or lease the same to such persons and at such rental as it may deem proper and collect and apply rents to the payment of (a) the Obligations, together with all costs and attorneys' fees; (b) all taxes and any other levies, assessments, or liens and premiums for insurance; and (c) the cost of all alterations, repairs, replacements, and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Mortgagee in its sole discretion may determine. The taking of possession shall not prevent concurrent or later proceedings for the foreclosure sale of the Property.

Mortgagor assigns to Mortgagee all of the rents, issues, and profits of the Property. So long as there is no default by Mortgagor in the performance or observance of any Obligations secured by this Mortgage, Mortgagor shall have the right to collect the rents, issues, and profits, but no more than one month in advance. This paragraph constitutes an absolute and present assignment of the rents, issues, and profits of the Property, subject, however, to a conditional license given to Mortgagor to collect and use same to the extent provided above.

**Miscellaneous Provisions.** Mortgagor agrees to the following: (i) All remedies available to Mortgagee with respect to this Mortgage or available at law or in equity shall be cumulative and may be pursued concurrently or successively. No delay by Mortgagee in exercising any remedy shall operate as a waiver of that remedy or of any Default. Any payment by Mortgagee or acceptance by Mortgagee of any partial payment shall not constitute a waiver by Mortgagee of any Default; (ii) The provisions hereof shall be binding upon and inure to the benefit of Mortgagor, its heirs, personal representatives, successors and assigns including, without limitation, subsequent owners of the Property or any part thereof, and shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Obligations, subject, however; (iii) Any notices, demands or requests shall be sufficiently given Mortgagor if in writing and mailed or delivered to the address of Mortgagor shown above or to another address as provided herein and to Mortgagee if in writing and mailed or delivered to Mortgagee's office address shown above, or such other address as Mortgagee may specify from time to time and if either party hereto changes its address at any time prior to the date the

Obligations are paid in full, that party shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid; and (iv) This Mortgage may not be changed, terminated, or modified orally or in any manner other than by an instrument in writing signed by the parties hereto.

IN WITNESS HEREOF, this Mortgage has been duly executed and sealed by Mortgagor as of the day and year first above written.

MORTGAGOR:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**[if Mortgagor is married, husband and wife must sign]**

CERTIFICATE OF ADDRESS OF MORTGAGEE

I, \_\_\_\_\_, do hereby certify that the correct address of the within named Mortgagee is: P.O. Box 6098, Lutherville, Maryland 21094.

\_\_\_\_\_  
Agent for Lexington National Insurance Corporation  
Mortgagee

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

I HEREBY CERTIFY, that on \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, who acknowledged that he [she/they] executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_