

MORTGAGE

AMOUNT SECURED:\$ _____

THIS INDENTURE, made this _____ day of _____, 20____, by and between _____ and _____, whose address is _____ (individually, collectively, jointly, and severally, **%Mortgagor+**), and Lexington National Insurance Corporation, whose address is P.O. Box 6098, Lutherville, Maryland 21094 (**%Mortgagee+**, which expression shall include Mortgagees administrators, assigns, and successors in interest), **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, attorneysq 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+**).

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1) to it in hand paid, the receipt whereof is hereby acknowledged, Mortgagor has granted, bargained, sold, and conveyed, and does hereby grant, bargain, sell, and convey, unto Mortgagee forever the following real estate, situate, lying, and being in the County of _____, State of New Mexico, to wit:

Together with all and singular the lands, tenements, privileges, water rights, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, rights, title, interest, claim, and demand whatsoever of Mortgagor, either in law or equity, of, in, and to the above bargained premises (collectively, the **%Property+**); TO HAVE AND TO HOLD the Property, together with all and singular the lands, tenements, privileges, water rights, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, and demand whosoever of Mortgagor, either in law or in equity, of, in, and to the Property, to Mortgagee forever as security for the faithful performance of the Agreements, and each and all of them if there be more than one, and as security for the faithful performance of each and all of the covenants, agreements, terms, and conditions of this Mortgage.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. That, at the time of the ensembling and delivery of these presents, Mortgagor is well seized of the Property in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, convey, and mortgage the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatsoever kind and nature, except for matters of record as of the date hereof, and that Mortgagor shall and will forever warrant and defend Mortgagee's quiet and peaceable possession of the same against the lawful claims and demands of all persons, except as in this paragraph stated.

2. That Mortgagor shall promptly pay and otherwise perform all amounts and obligations, as provided in the Obligations secured hereby, or any renewal or extension thereof, and in the manner, form, and at the time or times provided in the Obligations or in any renewal or extension thereof; and that Mortgagor shall promptly pay all such sums as may hereafter be advanced to Mortgagor or expended by Mortgagee on behalf of Mortgagor for any purpose whatsoever and evidenced by notes, drafts, open account, or otherwise, together with interest thereon at rates to be fixed at the time of advancing or expending such additional sums; provided, however, that the making of such advances or expenditures shall be optional with Mortgagee; that this Mortgage shall secure the payment and performance of all renewals or extension of the Obligations secured hereby and shall secure the payment and performance of all such additional sums as may hereafter be advanced to Mortgagor or expended by Mortgagee on behalf of Mortgagor for any purpose whatsoever and evidenced by notes, drafts, open account, or otherwise together with interest thereon, and for all of which this Mortgage shall stand as continuing security until fully paid; that Mortgagee may apply any payments made on any indebtedness secured hereby, at its option, on any such indebtedness.

3. That Mortgagor shall perform the conditions of any prior mortgage, encumbrance, condition, or covenant.

4. That Mortgagor shall pay when due and payable all taxes, charges, and assessments to whomsoever and whenever laid or assessed upon the Property or on any interest therein; that Mortgagor shall pay when due and payable all rent, charges for electricity, gas, sewage, water, and all other utility and other charges, fines, or impositions, and all laborers' mechanics' or materialmen's or other liens of whatsoever kind that may be laid or assessed upon the Property or on any interest therein.

5. That Mortgagor shall, during the continuance of any of the Obligations secured hereby, keep all buildings and other destructible improvements now existing or hereafter erected on the Property in good order, condition, and repair at Mortgagor's own expense and shall not commit or suffer any strip or waste of the Property.

6. That Mortgagor shall keep the buildings and all other destructible improvements now existing or hereafter erected on the Property insured in the sum specified by Mortgagee from time to time but in no event less than the total amount of the Obligations secured hereby and against the hazards of fire and those covered by extended coverage insurance and against such additional hazards as Mortgagee may from time to time specify, for the benefit of Mortgagee, its executors, administrators, successors, and assigns, such insurance to be in such form and in such insurance companies as Mortgagee shall approve; that Mortgagor shall pay when due and payable all premiums for such insurance, shall deliver such policy or policies of insurance to Mortgagee, and shall deliver to Mortgagee at least 10 days prior to the expiration of any policy on the Property a new and sufficient policy to take the place of the one so expiring;

that in the event of loss or damage, Mortgagor shall give immediate notice by mail to Mortgagee, who may make proof of loss or damage, if not made promptly by Mortgagor; and that each such insurance company concerned is hereby authorized and directed to make payment for such loss or damage directly to Mortgagee alone, and not to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option to the reduction of the Obligations secured hereby or to the restoration and repair of the property damaged or lost.

7. That in the event of the failure or refusal of Mortgagor to keep in good order, condition, and repair all buildings and other destructible improvements now existing or hereafter erected on the Property at Mortgagor's own expense, as in this Mortgage provided; or to keep the Property insured or to deliver the policies of insurance, as in this Mortgage provided; or to pay all taxes, charges, and assessments, and all rent, charges for electrical, gas, sewage, water and all other utility and other charges, fines, or impositions, and all laborers' mechanics' or materialmen's or other liens of whatsoever kind that may be laid or assessed upon the Property, as in this Mortgage provided; or to perform the conditions of any prior mortgage, encumbrance, condition, or covenant, as in this Mortgage provided, Mortgagee, and its executors, administrators, successors, or assigns may, at its option, make, do, perform, and/or pay all such things, and all moneys thus paid and/or all such expenses and costs thus incurred shall bear interest at the rate of 10% per annum (or the highest rate allowed by law) (~~%Interest Rate~~) and shall be payable by Mortgagor on demand and shall be so much additional indebtedness secured by this Mortgage.

8. That Mortgagee shall have the right at any time by it deemed necessary to incur the expense of procuring and/or continuing an abstract of title to the Property, or other showing of title, and any expense so incurred shall bear interest at the Interest Rate and shall be payable by Mortgagor on demand and shall be so much additional indebtedness secured by this Mortgage.

9. 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.

10. That, if there is any default in or breach of any covenant, term, condition, or agreement of this Mortgage or of any indebtedness secured hereby, all indebtedness secured by this Mortgage, whether the same shall be due and payable according to the tenor and effect thereof or not, and anything herein to the contrary notwithstanding, shall, at the option of Mortgagee, immediately become due and payable without notice to Mortgagor of the exercise of such option. Upon the happening of such event, this Mortgage shall be subject to foreclosure at the option of Mortgagee, and the Property may be sold in the manner and form prescribed by law; that, in the event of any sale hereunder, Mortgagee may become the purchaser of the Property or any part thereof and shall be entitled to a credit on the purchase price in the amount of its interest in the proceeds of such sale.

11. That, if there is any default in or breach of any covenant, term, condition, or agreement of this Mortgage or of any indebtedness secured hereby, Mortgagee shall have the right, and it is hereby so authorized, to take possession of the Property and collect and receive the rents, issues, and profits thereof, and Mortgagee shall have the right to apply the residue of the same, after deducting all charges and expenses of collection, to the payment of all sums

due hereunder or due upon any Obligations secured hereby; that, whenever any application to any court or referee shall be made to compel the payment of any Obligations secured hereby or to foreclose this Mortgage, Mortgagee shall have the right and is hereby entitled to the immediate appointment of a receiver, without notice to Mortgagor, to take possession of the Property and to collect and receive the rents, issues, and profits thereof and to apply the residue of the same, after deducting all charges and expenses of collection to the payment of all sums due hereunder or due upon any Obligations secured hereby, under the direction of the court or referee appointing such receiver; and that the right to the appointment of such a receiver shall not be dependent upon the solvency or insolvency of Mortgagor or upon the value of the Property.

12. That Mortgagor will pay to Mortgagee, in addition to all of the other indebtedness secured hereby, an amount equal to 10% of the total amount due hereunder, including all indebtedness secured hereby, as attorneys' fees whenever any applications to any court or referee shall be made to compel the payment of any Obligations secured hereby or to foreclose this Mortgage, and the amount of such attorneys' fees shall be so much additional indebtedness secured hereby.

13. That no waiver of any obligation hereunder or of the Obligations secured hereby shall at any time be held to be a waiver of the terms hereof or of the Obligations secured hereby. That no sale of the Property and no forbearance on the part of Mortgagee and no extension of time for the payment of the Obligations secured hereby given by Mortgagee shall operate to release, discharge, modify, change, or affect in any way the original liability of Mortgagor.

14. That all of the grants, covenants, terms, conditions, and agreements hereof shall be binding upon and inure to the benefit of all of the heirs, executors, administrators, assigns, and successors in interest of the parties hereto.

IN WITNESS WHEREOF, Mortgagor has hereto set his/her hand the date first above written.

MORTGAGOR:

Printed Name: _____

Printed Name: _____

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

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: _____

AFTER RECORDING, PLEASE RETURN TO:

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