

**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, whose post office address is P.O. Box 6098, Lutherville, Maryland 21094 (**%Mortgagee+**).

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+**).

Mortgagor does hereby mortgage unto Mortgagee the following described real property, situate in the County of \_\_\_\_\_, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit (**%Property+**):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The State Parcel ID No. appears to be \_\_\_\_\_.**

Mortgagor agrees to pay and perform the Obligations hereby secured; to pay all taxes, assessments, dues, and charges levied against the Property, as the same become due and payable; to secure, maintain, and furnish Mortgagee evidence thereof, to maintain insurance with an insurance carrier or carriers acceptable to Mortgagee covering the insurable improvements on the Property against loss by fire and casualty, with extended coverage, in an amount not less than the insurable value (replacement cost) of such improvements, which insurance shall contain an appropriate loss payable provision protecting Mortgagor and Mortgagee as their respective interest may appear from time to time and to provide Mortgagee evidence thereof. If Mortgagor fails to pay such taxes or assessments, or fails to keep and maintain such insurance as herein provided, Mortgagee may pay such taxes and assessments and may secure and pay for such insurance, and all sums so paid shall be added to and considered a part of the Obligations hereby secured.

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.

In case default shall be made in the payment of the Obligations hereby secured when the same shall become due; or in case default shall be made in any of the covenants and agreements thereof, or if Mortgagor sells, conveys or otherwise mortgages the Property, or any part thereof, or any interest therein, without the prior written consent of Mortgagee first had and obtained in writing (which may be granted or withheld at Mortgagee's sole discretion), then the Obligations hereby secured shall become due and payable, at the option of Mortgagee, and Mortgagee's legal representatives and assigns, may proceed by advertisement and sale and/or as otherwise authorized by governing law, to foreclose on and sell the Property, and out of the proceeds of such sale, Mortgagee shall pay all sums due hereunder, together with all costs of sale, including reasonable attorneys' fees. If the proceeds of the foreclosure sale are insufficient to pay the Obligations hereby secured and foreclosure costs, Mortgagee shall be entitled to a deficiency judgment.

In the event of any default whereby the right of foreclosure occurs hereunder, Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of the Property, and to all rents, issues, and profits from the accruing of any such rights and during the pendency of the foreclosure proceedings, and the period of redemption, if any there be.

Mortgagor acknowledges that all leases on the Property, if any, are subordinate to this Mortgage. Mortgagor agrees to provide Mortgagee with copies of any leases on the Property, acknowledging that such leases are subordinate to this Mortgage.

Mortgagor agrees, during the term of the Agreements, not to sell, lease, pledge, or otherwise dispose of or encumber the Property without the prior written consent of Mortgagee first had and obtained in writing (which may be granted or withheld at Mortgagee's sole discretion).

Mortgagor warrants title to the Property as to parties claiming, by through or under Mortgagor only.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MORTGAGOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print 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: \_\_\_\_\_

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