## MORTGAGE DEED

KNOW	ALL	PERSONS	BY	THESE	PRESENTS,	THAT,
			_, and _			of
whose address	is					<b>,</b>
(individually, colle	ectively, jo	intly, and seve	rally, %Mo	rtgagor+), ir	the considerat	tion of TEN
DOLLARS paid to	o Mortgag	oros full satisfac	tion by Le	exington Nati	onal Insurance	Corporation,
(Mortgagee+), w	hose add	ress is P.O. B	ox 6098,	Lutherville,	Maryland 2109	4, by these
presents do freel	y GIVE, C	BRANT, SELL,	CONVEY	and CONFII	RM unto Mortga	agee and its
successors and	assigns fo	rever, a certain	piece of	land and in	nprovements the	ereon in the
County of		and	State o	f Vermont,	described as	follows, viz
(%Rroperty+):						

**TO HAVE AND TO HOLD** the granted property with all the privileges and appurtenances thereof, to Mortgagee, to Mortgagees own use and behoof forever; and Mortgagor, for Mortgagor and Mortgagors heirs and assigns, does covenant with Mortgagee, Mortgagees successors and assigns, that until the ensealing of these presents, Mortgagor is the sole owner of the Property, and has good right and title to convey the same in manner aforesaid; that it is FREE FROM EVERY ENCUMBRANCE (except for encumbrances of record) and except as specified herein; and Mortgagor hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as specified herein.

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 (%Action+), Power case of 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 **Debt-1**.

THE CONDITION OF THIS MORTGAGE IS SUCH, that if Mortgagor or Mortgagorcs heirs and assigns, shall well and truly pay or cause to be paid to Mortgagee or satisfied the Debt, shall at all times keep the buildings and improvements on the Property well insured against loss by fire and other peril, for the benefit of Mortgagee, as Mortgageecs interests shall appear, in such amount and with such companies as shall be satisfactory to Mortgagee, and deliver to Mortgagee certificates of insurance evidencing Mortgageecs interests therein, shall pay the premiums on such insurance when due; pay all taxes and assessments now or hereafter assessed upon the Property; keep the Property free from all liens impairing the security of this Mortgage; maintain the Property in as good condition as it is now, except for ordinary wear not constituting waste; shall not cause or permit the presence, use, disposal, storage, or release on or in the Property of any material defined as toxic or hazardous substances by local, state, or federal rule, regulation or law; neither commit nor allow alterations to the Property or devote it or permit it to be devoted to any use that might impair its market

value; and neither commit nor allow any other act that will jeopardize the lien of this Mortgage; then this Mortgage shall be VOID, otherwise to be in full force and effect; and, on account of the failure of Mortgagor, Mortgagors heirs and assigns, to abide by the foregoing CONDITIONS OF THIS DEED, Mortgagee may, at its option, declare all Debt secured by this Mortgage, irrespective of when such Debt is due, and without regard to the adequacy of the security or solvency of the Mortgagor, Mortgagors heirs or assigns, immediately due and payable; excepting only, that Mortgagor, Mortgagors heirs and assigns, shall have such notice of Mortgagors failure to pay the Debt as is provided therein.

AS A FURTHER CONDITION OF THIS MORTGAGE, if, without the prior consent of the Mortgagee, all or any portion of the Property, or any legal or equitable interest therein, is sold or is to be sold or transferred, pledged, or made subject to any agreement to hypothecate title, is leased for any period of time and the lease contains an option to purchase, Mortgagee or Mortgageeos heirs, successors and assigns may declare all sums secured by this Mortgage to be immediately due and payable, without demand or notice.

Upon the occurrence of a breach of any condition of this Mortgage, Mortgagee may, in addition, and not in limitation of any other rights in law or in equity, foreclose upon this Mortgage and the lien that it imposes, in accordance with the terms of this Mortgage and the laws of the State of Vermont.

If Mortgager shall fail to pay any taxes, assessments, or insurance premiums, then Mortgagee, Mortgagees heirs, successors, or assigns, without waiver of any right or remedies arising from default, may pay such taxes, insurance, and assessments, and add the amount so paid therefor, including costs and expenses in connection therewith and interest thereon, to the amount of the Debt, and Mortgagee, Mortgagees heirs, successors, or assigns, may likewise add to the Debt any expense that is reasonably necessary for the preservation of the security, and also court costs in a foreclosure or other proper judicial proceedings involving the security, and other expenses actually incurred and reasonably necessary for collecting the Debt or foreclosing this Mortgage, including reasonable attorneysqfees, which shall not be limited by the provisions of V.R.C.P. 80. I(f). A power of sale to foreclose this Mortgage pursuant to the provisions of 12 V.S.A. §§ 4531, 4532, and 453 is hereby granted. Each such disbursement shall be deemed to be an advance made by Mortgagee to Mortgagor, and the payment of the same is secured by and under this Mortgage.

In the event of default in the payment of the Debt secured by this Mortgage or any of the conditions of this Mortgage, this Mortgage shall and does hereby constitute an assignment to Mortgagee of any and all rents from any tenants occupying the Property, which rents Mortgagee may collect and receive, and if the Property are vacant, then upon such default, Mortgagee is hereby authorized to rent or lease the same at such rental as Mortgagee may deem reasonable, and apply the same to the payment of the Indebtedness.

IN WITNESS WHEREOF, executed and acknowledged this	Mortgagor has hereunto caused this instrument day of, 20	to be			
Signature of Mortgagor	Signature of Mortgagor				
Print Name of Mortgagor	Print Name of Mortgagor				

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

STATE OF VERMONT,	COUNTY
the State of Vermont, personally appe known to me (or satisfactorily proven)	ared, 20, before me, a Notary Public of ared and to be the person(s) whose name(s) is/are subscribed to the lat he [she/they] executed the same for the purpose therein
WITNESS my hand and Notaria	ıl Seal.
	Notary Public My Commission Expires:

## **AFTER RECORDING, PLEASE RETURN TO:**

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