

(reserved for recorder)

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**MORTGAGE**

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

**WITNESSETH:**

WHEREAS, 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**”); and

WHEREAS, Mortgagor has agreed to grant Mortgagee a mortgage on the real property described below to secure Mortgagor’s performance of the Obligations.

NOW, THEREFORE, to secure the timely and full performance of all covenants, agreements, and Obligations contained herein and in the Agreements by Mortgagor to be performed, Mortgagor does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN, AND CONVEY unto Mortgagee, and Mortgagee’s successors and assigns, all of its present and hereafter-acquired estate, right, title, and interest in and to the real estate located at \_\_\_\_\_, County of \_\_\_\_\_ and State of Illinois, as more fully described below that, with the property hereinafter described, is collectively referred to herein as the “**Premises**,”

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

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures, and appurtenances now or hereafter thereto belonging, and all rents, issues, and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with such real estate and not secondarily); and all apparatus, equipment, or articles now or hereafter therein or thereon, which relate to the use, occupancy, and enjoyment of the Premises or are used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration, and ventilation (whether single units or centrally controlled), it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate, and property hereinabove described, real, personal, and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed, and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto Mortgagee and its successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagor does hereby expressly release and waive until all Obligations are fully discharged.

**IT IS FURTHER UNDERSTOOD AND AGREED THAT:**

1. Mortgagor shall: (a) promptly repair, restore, or rebuild any buildings and other improvements now or hereafter on the Premises that may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste and in compliance with all Laws (as defined below); (c) keep the Premises free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "**Liens**"); (d) immediately pay when due any indebtedness that may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (e) complete within a reasonable time any building(s) or other improvement(s) now or at any time in process of construction upon the Premises; (f) comply with all federal, state, and local statutes, laws, rules, regulations, ordinances, orders, and judgments and all covenants, easements, and restrictions of record with respect to the Premises and the use thereof (collectively, "**Law**" or "**Laws**"); and (g) make no alterations in the Premises except as required by law.

2. Mortgagor shall pay all general taxes when due and before any penalty or interest attaches, and shall pay all special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within 30 days after the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment that Mortgagor may desire to contest, in the manner provided by law.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, hail storm, and other casualties under policies providing for payment by the insurance companies in an amount sufficient either to pay the cost of replacing or repairing the same or to pay in full the Obligations

secured hereby. All policies of insurance to be furnished hereunder shall be in forms, companies, and amounts satisfactory to Mortgagee, and with a standard non-contributory mortgagee clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without 30 days' prior written notice to Mortgagee. Mortgagor shall deliver a certificate of such insurance to Mortgagee within 3 days after the date hereof; and, in the case of insurance about to expire, Mortgagor shall deliver a certificate evidencing renewal not less than 10 days prior to their respective dates of expiration.

4. If, by virtue of any applicable Law having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the Agreements or Obligations, Mortgagor covenants and agrees to (a) pay such tax in the manner required by and such Law, and (b) to reimburse Mortgagee for any sums that Mortgagee may expend by reason of the imposition of any tax in respect of the Agreements or Obligations.

5. In the event of the enactment, after the date hereof, of any Law in Illinois deducting from the value of the land for the purpose of taxation any lien thereof, or imposing upon Mortgagee the payment of the whole or any part of the taxes, assessments, charges, or Liens herein required to be paid by Mortgagor, or changing in the way the Laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the Agreements, or the Obligations, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee: (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by Law, then and in any such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Obligations to be and become due and payable 60 days from the giving of such notice.

6. Upon the sale, transfer, or encumbrance of all or any part of the Premises or any interest in it, the entire unpaid amounts secured by this Mortgage shall be immediately due and payable.

7. In case of default hereunder or the Obligations secured hereby, and after the expiration of any applicable cure period, Mortgagee may, but need not, make any payment or perform any act herein or therein required by Mortgagor in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on any prior encumbrances, and purchase, discharge, compromise, or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax, assessment or other charges. All monies paid for any of the purposes herein authorized and all costs and expenses paid or incurred in connection therewith, including, but not limited to, attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises or the lien hereof, shall be so much additional Obligations secured hereby, and shall become immediately due and payable without notice and with interest thereon at the maximum rate permitted by applicable law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

8. Mortgagee, in making any payment hereby authorized: (a) relating to taxes, assessments, or charges, may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or estimate or into the validity of any tax, assessment, charges, sale, forfeiture, tax lien, or title or claim

thereof; or (b) for the purchase, discharge, compromise, or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted.

9. Mortgagor shall pay and perform each of the Obligations when due according to the terms hereof and the Agreements. At the option of the Mortgagee and without notice to Mortgagor, all unpaid Obligations secured by this Mortgage shall, notwithstanding anything in this Mortgage to the contrary, become due and payable when default shall occur and continue for 3 days in the performance of any other covenant or agreement of Mortgagor herein contained.

10. If Mortgagor fails to pay or perform any of the Obligations beyond any applicable notice and cure period, Mortgagee shall have the right to foreclose the lien hereof and pursue any other rights hereunder without regard to the existence of any other security for the Obligations and without taking recourse against any other such security. Mortgagor may foreclose the lien hereof and pursue any other rights hereunder before, concurrently with, or after pursuing any other rights and remedies that it may have under any other instrument or against any other security relating to the Obligations. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the order or judgment for foreclosure and sale all reasonable expenditures and expenses that may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of such order or judgment) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale that may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Premises. All reasonable expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including, but not limited to, the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Agreements, or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceedings or threatened action or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the maximum rate permitted by applicable law.

11. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority; first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, toward payment of all items that may under the terms hereof constitute secured Obligations additional to the Obligations, with interest thereon as herein provided; third, toward payment of all Obligations remaining unpaid under the Agreements; and fourth, any surplus to any party entitled thereto as their rights may appear.

12. Upon, or at any time after, the commencement of any action to foreclose this Mortgage, the court in which such action is commenced may, upon request of Mortgagee, appoint a receiver of the Premises either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or note and the Mortgagee may be appointed as such receiver or as Mortgagee in possession. Such receiver or mortgagee in possession shall have power to collect the rents, issues, and profits of the Premises during the pendency of such foreclosure

action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver or mortgagee in possession, would be entitled to collect such rents, issues, and profits, together with all other powers that may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of such period. The court from time to time may authorize the receiver or mortgagee in possession to apply the net income in its hands in payment in whole or in part of: (a) the Obligations secured hereby; (b) the amounts due under any order or judgment foreclosing the lien of this Mortgage; (c) any tax, assessment, charge, or other lien that may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; and (d) the deficiency in case of a sale and deficiency.

13. Mortgagee shall have the right to inspect the Premises at all times and access thereto shall be permitted for that purpose.

14. No action for the foreclosure of the lien of this Mortgage or to enforce Mortgagee's rights or remedies under any provision hereof shall be subject to any defense that would not be good and available to the party interposing same in an action at law upon the Agreements.

15. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on page 1 hereof, its heirs, legal representative, beneficiaries, successors, and assigns, each subsequent owner of the Premises and all persons claiming under or through Mortgagor; and the word "**Mortgagor**" when used herein shall include all such persons and all other persons primarily and secondarily liable for the performance of the Obligations or any part thereof, regardless of whether such persons shall have executed the Agreements or this Mortgage.

16. If one or more of the provisions contained in this Mortgage or in any other document given at any time to secure the payment of the Obligations shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, the Agreements, or other document and this Mortgage, the Agreements, or other document shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Agreements it secures are to be construed in accordance with and governed by the laws of the State of Illinois.

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

Mortgagor(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

