

**MORTGAGE**

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

1. **General.** Mortgagor mortgages and warrants to Mortgagee and its successors and assigns lands located at \_\_\_\_\_, \_\_\_\_\_ County, Michigan, more particularly described as follows (“**Property**”):

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

The Property includes (a) any part of any street or alley adjacent to the Property, together with all buildings, hereditaments, appurtenances, privileges, and water rights, and (b) fixtures belonging to or used as a part of the building(s) on the Property at the time of the execution of this Mortgage or that were added later, or that may be attached at any time during the term of this Mortgage.

2. **Security.** 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**”). While this Mortgage remains in effect, Mortgagor agrees as follows:

- a. To pay the sums due and owing under the Agreements in the time and manner provided.
- b. To pay all taxes, assessments, water rates and other charges that may be levied or assessed on the Property within 30 days after the tax or other charge is due.
- c. To pay when due any taxes on the interest or estate in the Property, whether levied against Mortgagor or otherwise.
- d. To immediately pay off any lien that has or that may have precedence over this Mortgage.
- e. To keep all improvements on the Property continually intact and in good order and repair and to promptly pay for all repairs and improvements.
- f. Not to commit any waste or to permit or suffer any unlawful use of the Property.
- g. To insure all buildings and equipment on the Property against loss or fire for the benefit of Mortgagee, with the loss payable to, and in the manner approved by, Mortgagee. The policies will be delivered as issued to Mortgagee with the premiums paid in full.

3. **Assignment of Rents and Leases.** Mortgagor further grants and assigns to Mortgagee all leases and rents, profits, royalties, issues, revenues, income, proceeds, earnings, and products generated by or arising out of the Property, including, without limitation, all cash or security deposits to secure performance by tenants (collectively, "**Rents**"). Until the occurrence of a default by Mortgagor under this Mortgage, Mortgagor shall have the right to receive the Rents.

4. **Default Remedies.** If Mortgagor defaults in any obligation under this Mortgage, Mortgagee shall have the option, in addition to and not in lieu of all other rights and remedies provided by law, to do any or all of the following:

- a. Without notice, except as expressly required by law, to declare the amounts and sums secured by this Mortgage to be immediately due and payable and to institute any proceedings that Mortgagee deems necessary to collect and otherwise to enforce the indebtedness and obligations secured by this Mortgage and to protect the lien of this Mortgage.
- b. Begin foreclosure proceedings against the Property pursuant to applicable laws. The beginning of Mortgagee's foreclosure shall be deemed an exercise by Mortgagee of its option to accelerate the due date of all sums secured by this Mortgage. Mortgagor grants to Mortgagee, if there is a default, the power to sell the Property at public auction by advertisement, without notice or hearing, except as required by Michigan statutes.
- c. Pay the charges if Mortgagor defaults in paying the taxes, assessments, water rates, liens, insurance, or other charges on the Property. The amounts so paid, with interest thereon at the highest rate permitted under applicable law from the date of payment, are an additional lien on the Property. These payments shall be added to and become part of the debt secured by this Mortgage and shall become immediately due. In the case of payments or taxes, assessments, water rates, liens, insurance, or other charges, Mortgagee's receipt of such payment, from a proper officer or person, shall be conclusive evidence of the validity and amount of items paid by Mortgagee.

5. **Miscellaneous.** If the ownership of the Property becomes vested in a person other than Mortgagor, Mortgagee may deal with the successor(s) with reference to this Mortgage and the Obligations secured by this Mortgage in the same way as with Mortgagor, without in any manner vitiating or discharging Mortgagor's liability under this Mortgage or on the Obligations secured by this Mortgage. This Mortgage shall bind and the benefits and advantages shall accrue to the heirs, assigns, and successors of the parties. If any provision or clause of this Mortgage or the Agreements conflict with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreements that can be given effect without the conflicting provision. To this end the provisions of this Mortgage are declared to be severable.

This Mortgage was made on the date listed on the first page of this Mortgage.

\_\_\_\_\_  
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 MICHIGAN, \_\_\_\_\_ COUNTY

I HEREBY CERTIFY, that on \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public of the State of Michigan, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within Instrument, 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