

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE (“**Mortgage**”) is made as of _____, 20____.

The mortgagor is _____
(individually, collectively, jointly, and severally, “**Mortgagor**”), whose address is _____
_____.

The mortgagee is Lexington National Insurance Corporation, which is organized and existing under Maryland law, and whose address P.O. Box 6098, Lutherville, Maryland 21094 (“**Mortgagee**”).

NOW, THEREFORE, to secure 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 in 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 (excluding, however, any bail bond premiums) 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 for other good and valuable consideration, Mortgagor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in _____ County, Rhode Island, which has the address of _____, Rhode Island:

Legal Description: _____

TOGETHER WITH all the improvements now or hereafter erected on such property, and all easements, appurtenances, and fixtures now or hereafter a part of such property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "**Property**."

MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the date hereof. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor and Mortgagee covenant and agree as follows:

1. Payment; Late Charges. Mortgagor shall promptly pay when due the amounts evidenced by the Agreements and any late charges due under the Agreements.

2. Charges; Liens. Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this Mortgage, and any leasehold payments or ground rents. Mortgagor shall pay them on time directly to the person owed payment. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph, and shall promptly furnish to Mortgagee receipts evidencing the payments. Mortgagor shall promptly discharge any lien that has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings that in Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Property is subject to a lien that may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Hazard or Property Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval (which approval shall not be unreasonably withheld). If Mortgagor fails to maintain coverage described above, Mortgagee may, at its option, obtain coverage to protect Mortgagee's rights in the Property in accordance with this Mortgage.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgage clause. Mortgagee shall have the right to hold the policies and renewals. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the Obligations secured by this Mortgage, regardless of whether then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim,

then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay Obligations secured by this Mortgage, regardless of whether then due. The 30-day period will begin when the notice is given.

If under this Mortgage the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the Obligations secured by this Mortgage immediately prior to the acquisition.

4. Preservation, Maintenance and Protection of the Property; Leaseholds. Mortgagor shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Mortgagee's security interest. Mortgagor may cure such a default and reinstate, as provided in this Mortgage, by causing the action or proceeding to be dismissed with a ruling that, in Mortgagee's good faith determination, precludes forfeiture of Mortgagor's interest in the Property or other material impairment of the lien created by this Mortgage or Mortgagee's security interest. If this Mortgage is on a leasehold, Mortgagor shall comply with all the provisions of the lease. If Mortgagor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Mortgagee agrees to the merger in writing.

5. Protection of Mortgagee's Rights in the Property. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any Obligations secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagee does not have to do so. Any amounts disbursed by Mortgagee under this paragraph shall become additional debt of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest at the lesser of 10% per annum or the highest rate permitted by law from the date of disbursement and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

6. Inspection. Mortgagee or its agent may make reasonable entries upon and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the Obligations secured by this Mortgage, regardless of whether then due, with any excess paid to Mortgagor.

8. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of the Obligations secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify the Obligations secured by this Mortgage by reason of any demand made

by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor, subject to the provisions of this Mortgage. Mortgagor's covenants and agreements shall be joint and several.

10. Charges. If the amounts secured by this Mortgage are subject to a law that sets maximum charges, and that law is finally interpreted so that the charges collected or to be collected in connection with the Agreements exceed the permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor that exceed permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the amounts owed under the Agreement or by making a direct payment to Mortgagor.

11. Notices. Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail to Mortgagee's address stated herein or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.

12. Governing Law; Severability. This Mortgage shall be governed by Rhode Island law. If any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage that can be given effect without the conflicting provision. To this end the provisions of this Mortgage are declared to be severable.

13. Mortgagor's Copy. Mortgagor shall be given one conformed copy of this Mortgage.

14. Transfer of the Property or a Beneficial Interest in Mortgagor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all Obligations secured by this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all Obligations secured by this Mortgage. If Mortgagor fails to pay these Obligations prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

15. Mortgagor's Right to Reinstate. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor: (i) pays Mortgagee all Obligations that then would be due under this Mortgage as if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (iv) takes such action as Mortgagee may reasonable require to assure that the lien of this Mortgage, Mortgagee's rights in the Property, and Mortgagor's obligation to pay the Obligations secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this

Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Hazardous Substances. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below) on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law (as defined below). The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph, "**Hazardous Substances**" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "**Environmental Law**" means federal and Rhode Island laws that relate to health, safety, or environmental protection.

17. Acceleration; Remedies. Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under Section 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the Obligations secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all Obligations secured by this Mortgage without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Mortgagee invokes the STATUTORY POWER OF SALE, Mortgagee shall mail a copy of a notice of sale to Mortgagor as provided in this Mortgage. Mortgagee shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Mortgagee or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all Obligations secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

18. Release. Upon payment of all Obligations secured by this Mortgage, this Mortgage shall become null and void. Mortgagee shall discharge this Mortgage. Mortgagor shall pay any recordation costs. Mortgagee may charge Mortgagor a fee for releasing this Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

19. No Outstanding Automatic Orders in Domestic Relations Cases. Mortgagor hereby represents and warrants to Mortgagee that either (a) there is no outstanding automatic order under Chapter 15-5 of the Rhode Island General Laws against any Mortgagor relating to a complaint for dissolution of marriage, legal separation, annulment, custody or visitation or (b) there is an outstanding automatic order under Chapter 15-5 of the Rhode Island General Laws against a Mortgagor relating to a complaint for dissolution of marriage, legal separation, annulment, custody or visitation, and the other party that is subject to such order has consented to, or the court that issued the automatic order has issued another order authorizing, such Mortgagor's execution of this Mortgage.

20. Homestead Estate. If Mortgagor heretofore has acquired or hereafter acquires an estate of homestead in the Property, Mortgagor hereby agrees that such homestead estate is waived to the extent of this Mortgage and the amount due under the Agreements and to the extent of all renewals, extensions, and modifications of this Mortgage, and that such homestead estate is subject to all of the rights of Mortgagee under this Mortgage and all renewals, extensions, and modifications of this Mortgage, and is subordinate to the lien evidenced by this Mortgage, and all renewals, extensions, and modifications of this Mortgage. Furthermore, Mortgagor hereby waives the benefits of any homestead or similar laws or regulations that may otherwise be applicable from time to time.

21. Assignment of Rents. 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.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.

Witnesses:

Mortgagor:

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

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 Deed of Trust, 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
P.O. Box 6098
Lutherville, Maryland 21094