

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

MORTGAGE OF REAL ESTATE

**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, a Florida Corporation, whose post office address is P.O. Box 6098, Lutherville, Maryland 21094 ("**Mortgagee**").

WITNESSETH:

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**").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagor, in consideration of the Obligations, and for the better securing the payment and performance thereof, according to the conditions of the Agreements; which with all its provisions is hereby made a part hereof; and also in consideration of One Dollar (\$1) to Mortgagor in hand well and truly paid, by Mortgagee, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto Mortgagee, its successors and assigns, the following described property, to-wit:

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

Tax Map Sequence No. \_\_\_\_\_  
With a Situs Address of: \_\_\_\_\_

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining (collectively, the "**Property**").

TO HAVE AND TO HOLD, all and singular, the Property unto Mortgagee, its successors and assigns forever.

AND, Mortgagor hereby binds itself, its heirs, successors, executors, and administrators, to procure or execute any further necessary assurances of title to the Property, the title to which is unencumbered except for matters of record as of the date hereof, and also warrants and forever defends all and singular the Property unto Mortgagee, its successors and assigns, from and against it and its heirs, successors, executors, and administrators and all persons lawfully claiming or to claim the same or any part thereof.

PROVIDED, HOWEVER, that if Mortgagor shall promptly pay and perform or cause to be paid and performed to Mortgagee the Obligations together with all other sums secured hereby, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Obligations, then this Mortgage, and all the properties, interest, and rights hereby granted, conveyed, and assigned shall cease and be void, but shall otherwise remain in full force and effect.

AND IT IS AGREED, by and between the parties hereto, that Mortgagor, its heirs, successors or administrators, shall keep the buildings erected, or to be erected on the Property, insured against loss or damage by fire, for the benefit of Mortgagee, for an amount not less than the full insurable value, in such company as shall be approved by Mortgagee, and shall deliver the policy to Mortgagee, and in default thereof, Mortgagee, its heirs, successors or assigns, may effect such insurance and reimburse themselves under this Mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that Mortgagee, its heirs, successors or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid a sum equal to the amount of the Obligations secured by this Mortgage.

AND IT IS AGREED, by and between the parties, that if Mortgagor, its heirs, successors, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the Property when the same shall first become payable, then Mortgagee, its heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this Mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the parties, that upon any default being made in the payment or performance of the Obligations, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provisions of this Mortgage, that then the entire amount of the Obligations secured, or intended to be secured hereby, shall forthwith become due, at the option of Mortgagee, its heirs, successors or assigns, although the period for the payment of the Obligations may not then have expired.

AND IT IS AGREED, that if Mortgagee is compelled to pay any taxes upon the Obligations, or by this Mortgage, then, and in that event, unless such taxes are paid by some party other than Mortgagee, that then the entire amount of the Obligations secured, or intended to be secured, shall forthwith become due at the option of Mortgagee, its heirs, successors or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, by and between the parties, that, should legal proceedings be instituted for the collection of the Obligations secured hereby, then and in that event, Mortgagee, its heirs, successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the Property, with power to forthwith lease out the Property anew if he should so elect, who, after deducting all charges and expenses attending such proceedings,

and the execution of the said trust as Receiver, shall apply the residue of such rents and profits towards the payment of the Obligations secured hereby.

AND IT IS AGREED, 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.

AND IT IS FURTHER AGREED, by and between the parties, that should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the Obligations hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by Mortgagee, its heirs, successors or assigns, including reasonable attorneys' fees, shall thereupon become due and payable as a part of the Obligations secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when Mortgagor, its heirs, successors, executors or administrators, shall pay, or cause to be paid, unto Mortgagee, its certain attorneys, its heirs, successors or assigns, the Obligations and also all sums of money paid by Mortgagee, its heirs, successors or assigns, according to the conditions and agreements of the Agreements, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the Agreements and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the parties, that Mortgagor agrees to hold and enjoy the Property until default of payment shall be made.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first above written.

WITNESSES:

MORTGAGOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

STATE OF SOUTH CAROLINA, \_\_\_\_\_ COUNTY

I HEREBY CERTIFY, that on \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public of the State of South Carolina, 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: \_\_\_\_\_

STATE OF SOUTH CAROLINA, \_\_\_\_\_ COUNTY

I HEREBY CERTIFY, that on \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public of the State of South Carolina, 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, Esq.  
P.O. Box 6098  
Lutherville, Maryland 21094