

Notation to Recording Clerk: No intangible personal property tax is due upon recording in light of secondary nature of liability of mortgagor which would arise only after default under the Bond referenced herein. West Flagler Associates, Ltd. v. Department of Revenue, 633 So. 2d. 555 (3<sup>rd</sup> DCA 1994).

RETURN TO:

Lexington National Insurance Corporation  
[P.O. Box 6098  
Lutherville, Maryland 21094]

*THIS MORTGAGE DEED  
TO SECURE UNPAID PREMIUM*

*MORTGAGE AMOUNT:* \$ \_\_\_\_\_

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_ by

Name \_\_\_\_\_

Address \_\_\_\_\_

hereinafter called the "Mortgagor" to: \_\_\_\_\_

hereinafter called the "Mortgagee":

Witnesseth, that for good and valuable considerations, and also to secure the timely payment of all initial and renewal premium (the "Indebtedness") owed to Mortgagee on account of, growing out of, or resulting from the immigration bond(s) ("Bond") issued or caused to be issued by Mortgagor for \_\_\_\_\_ ("Alien") whose bond number is \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, pursuant to and including any BOND AGREEMENT AND PROMISSORY NOTE, or any other PROMISSORY NOTE regarding premium due that is executed in connection with the Bond (individually and collectively the "Note"), and to secure the due and prompt and complete observance and performance of each and every obligation, covenant and agreement of Mortgagor contained in this Mortgage (collectively the "Obligations"), the Mortgagor hereby grants, bargains, sells, remises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession, situated in \_\_\_\_\_ County, Florida viz:

Legal Description:

The Mortgagors hereby acknowledge that the property encumbered by this Mortgage may be claimed as homestead; however, Mortgagor agrees, for the purpose of this Mortgage, to waive any and all exemptions granted to them under the laws of the State of Florida that would apply to homestead property.

This Mortgage Deed is accepted as collateral for the Obligations and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

The liability for legal fees and disbursements includes all legal fees and disbursements that the Mortgagee may pay or incur in any legal proceedings, including proceedings in which the Mortgagee may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.

To have and to hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly, seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

PROVIDED ALWAYS, that if the Mortgagor shall meet the terms of the Note, and shall perform, comply with and abide by each and every agreement, stipulation, conditions and covenant thereof, and of this Mortgage and the estate hereby created, shall cease, determine and be null and void.

And the Mortgagor hereby further covenants and agrees to pay promptly when due all sums of money provided for in the Note and this Mortgage, or either, to pay all and singular the taxes and assessments, levies, liabilities, obligation and encumbrances of every nature on property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the building now or hereafter on said land full insured in a sum of not less than the fair market value of such building in a company or companies acceptable to the Mortgagee, the policy or policies to be held by and payable to Mortgagee and in the event any sum of money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured accounting to the Mortgagor for any surplus; to pay all costs, charges and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in the Note and this Mortgage or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of the Note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within twenty (20) days next after the same becomes due, or if each and every the agreement, stipulation, condition and covenant of the Note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in the Note and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee become and be due and payable, anything in the Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under the Note or this Mortgage accrued or thereafter accruing.

If Mortgagor is married, both husband and wife must sign this Mortgage. If this property is held in a Trust, this Mortgage must be executed by the Trustee(s) both in the capacity of Trustee(s) and individually too.

In Witness Thereof, the Mortgagor has hereunto signed and sealed these presents the day and year first above written.

**[signature page follows separately ; remainder of this page intentionally left blank.]**

Signed, sealed and delivered in the presence of

**WITNESSES:**

X \_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

X \_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

**MORTGAGOR:**

**MORTGAGOR ADDRESS:**

X \_\_\_\_\_  
Signature of Mortgagor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Mortgagor

\_\_\_\_\_  
City, State, Zip Code

X \_\_\_\_\_  
Signature of Mortgagor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Mortgagor

\_\_\_\_\_  
City, State, Zip Code

X \_\_\_\_\_  
Signature of Mortgagor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Mortgagor

\_\_\_\_\_  
City, State, Zip Code

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_ I HEREBY CERTIFY UNDER PENALTY OF PERJURY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared:

\_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Notary Public

This Instrument prepared by:

Bondsman's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_