

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 BOND INDEMNITY*

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

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

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

hereinafter called the "Mortgagor",

to: Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, Maryland 21094, hereinafter called the "Mortgagee":

Witnesseth, that for good and valuable considerations, and also to secure the timely payment of monies due to and for all losses, damages, expenditures and liability (except premium due) suffered, sustained, made or incurred by Mortgagee or any of its agents or producers on account of, growing out of, or resulting from the immigration bond(s) ("Bond") issued or caused to be issued by Mortgagee for \_\_\_\_\_ ("Alien") whose bond number is \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, (the "Indebtedness") pursuant to and including (A) a certain BOND AGREEMENT AND PROMISSORY NOTE executed by Mortgagor (the "Indebtedness Documents") and (B) to secure the due and prompt and complete observance and performance of each and every obligation, covenant and agreement of (i) Mortgagor contained in this Mortgage and (ii) Mortgagor and Alien pursuant to the Indebtedness Documents and any other instrument evidencing, securing, guaranteeing or governing the Indebtedness (collectively the "Obligations"), the Mortgagor hereby grants, bargains, sells, aliens, 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, (the "Property") viz:

Legal Description:

The terms of the Indebtedness Documents are incorporated by reference as is more fully set forth herein and any uncured default under the Indebtedness Documents shall constitute a default under this Mortgage.

The Mortgagor hereby acknowledges 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 conditions from this Mortgage have been satisfied with no loss to the Mortgagee.

The undersigned will at all times indemnify, and keep indemnified the Mortgagee and save harmless the Mortgagee from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Mortgagee shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against the Mortgagee by reason or in consequence of having executed or caused to be executed the Bond or Indebtedness Documents or undertaking on behalf of and/or at the request of the Mortgagor (or any of them) and will pay over, reimburse and make good to the Mortgagee, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, cost, expense, suit, order, decree, payment and/or adjudication against the Mortgagee by reason of the execution of the Bond or Indebtedness Documents or undertaking and any other bonds; or undertakings executed in behalf of and/or at the request of the Mortgagor and before the Mortgagee shall be required to pay thereunder. 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.

And shall perform, comply with and abide by each and every the agreement, stipulation, condition and covenant thereof, including, without limitation the Bond, Indebtedness Documents, 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 Indebtedness and this Mortgage, or either, to pay all and singular the taxes and assessments, levies, liabilities, obligations and encumbrances of every nature on said Property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the fair market value of such buildings in a company or companies acceptable to the Mortgagee, the policy, or policies to be held by and payable to said 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 the agreements, stipulations, conditions and covenants of the Indebtedness, the Bond, and the Indebtedness Documents and this Mortgage or either: to perform, comply with and abide by each and every the agreement, stipulation, condition and covenant set forth in the Bond, Indebtedness Documents 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 Indebtedness, Bond, or Indebtedness Documents or 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 Indebtedness, Bond, and Indebtedness Documents and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in the Indebtedness, Bond, Indebtedness Documents, 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 Indebtedness, Bond, and Indebtedness Documents 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 Indebtedness, Bond, Indebtedness Documents or this Mortgage accrued or thereafter accruing.

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 by Mortgagee to Mortgagor (and which may be rescinded by Mortgagee upon a breach by Mortgagor of the Obligations or any term of this Mortgage) to collect and use the extent provided above and mortgagor shall be responsible for paying any tax thereon for all rent, issues, or profit collected.

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 individually and in the capacity of Trustee(s).

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

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

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