

**MORTGAGE OF REAL ESTATE WITH POWER OF SALE**

**THIS MORTGAGE (“MORTGAGE”)**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(individually, collectively, jointly, and severally, “**Mortgagor**”), in consideration of the covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has(have) mortgaged and hereby mortgage(s) to Lexington National Insurance corporation, having an address at [P.O. Box 6098, Lutherville, Maryland 22094] (“**Mortgagee**”), and any successors, the following described real estate or premises situated in \_\_\_\_\_ County, State of Oklahoma, to-wit:  
Legal Description:

To Have and To Hold the Same, together with the tenements, hereditaments and appurtenances thereunto belonging (collectively, the “**Property**”).

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 “**Bond Agreement and Promissory Note**”, 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 immigration bonds posted on behalf of \_\_\_\_\_ (“**Alien**”) whose bond number is \_\_\_\_\_ in the amount of \$\_\_\_\_\_, and (c) on account of or related to the execution of any other immigration bond executed or posted by or for Mortgagee in connection with or related to the Alien or Agreements (all of the foregoing items described in clauses (a) through (c) above sometimes referred to collectively in this Mortgage as the “**Obligations**”).

Mortgagor covenants it holds the Property in fee simple and is free of all encumbrances except for matters of record as of the date of this Mortgage and that Mortgagor will defend this title against the claims of all persons. Mortgagor agrees to insure all buildings on the Property against loss from fire, flood, tornado, hail, and other casualty in an amount equal to 100% of the replacement value thereof for the benefit of Mortgagee during the existence of this Mortgage, and to pay all taxes and lawful assessments before delinquent.

If the insurance is not maintained or taxes not paid before delinquent, Mortgagee may effect such insurance to pay the taxes and shall be allowed interest thereon at 12% per annum (but in no event higher than the highest rate allowed by law), and this Mortgage will stand as security for all such amounts.

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.

In the event of any default under the terms of the Agreements or any breach of this Mortgage, Mortgagor expressly agrees to pay to Mortgagee an amount equal to 5% of the sums secured by this Mortgage as attorneys’ fees, in addition to all other statutory fees, and

such fees will be a further lien on the Property, to be collected and enforced in the same manner as the principal debt secured hereby. Further, in the event of such default or breach or if the Property is sold prior to full payment of all sums secured thereby, Mortgagee may elect to declare the whole amount and interest due and payable at once and proceed to collect such debt, including attorneys' fees, and to foreclose this Mortgage, and shall be entitled to possession. Mortgagor specifically authorizes Mortgagee to sell the Property upon default without court proceedings, as provided by the statutes, or to foreclose by action, as Mortgagee elects.

Mortgagor waives notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation, and appraisal laws. Mortgagee may elect to foreclose with or without appraisal.

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE ALLOWS MORTGAGEE TO TAKE THE PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.**

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

IN WITNESS WHEREOF, Mortgagor has hereto set his/her hand the date first above written.

**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 \_\_\_\_\_, \_\_\_\_\_ COUNTY

I HEREBY CERTIFY, that on \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, 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 22094]

**Affidavit**

The securing of this Mortgage is for collateral for the purpose of securing the performance under a bond or bonds issued by Mortgagee and the performance under a **“Bond Agreement and Promissory Note”** dated \_\_\_\_\_, which is made a part of this Mortgage by reference as though fully set forth herein.

No money was lent or advanced by Mortgagee to Mortgagor.

Date: \_\_\_\_\_

Lexington National Insurance Corporation (Mortgagee)

By: \_\_\_\_\_

State of Oklahoma  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
(Signature of notarial officer)  
Commission expires: \_\_\_\_\_