

MORTGAGE DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT, made this _____ day of _____, 20____, by _____

_____,
(individually, collectively, jointly, and severally, "**Mortgagor**"), in the consideration of TEN DOLLARS paid to Mortgagor's full satisfaction by Lexington National Insurance Corporation, ("**Mortgagee**"), whose address is [P.O. Box 6098, Lutherville, Maryland 21094], by these presents do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto Mortgagee and its successors and assigns forever, a certain piece of land and improvements thereon in the County of _____ and State of Vermont, described as follows, viz ("**Property**"):

Legal Description:

TO HAVE AND TO HOLD the granted property with all the privileges and appurtenances thereof, to Mortgagee, to Mortgagee's own use and behoof forever; and Mortgagor, for Mortgagor and Mortgagor's heirs and assigns, does covenant with Mortgagee, Mortgagee's successors and assigns, that until the ensealing of these presents, Mortgagor is the sole owner of the Property, and has good right and title to convey the same in manner aforesaid; that it is FREE FROM EVERY ENCUMBRANCE (except for encumbrances of record) and except as specified herein; and Mortgagor hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as specified herein.

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 "**Debt**").

THE CONDITION OF THIS MORTGAGE IS SUCH, that if Mortgagor or Mortgagor's heirs and assigns, shall well and truly pay or cause to be paid to Mortgagee or satisfied the Debt, shall at all times keep the buildings and improvements on the Property well insured against loss by fire and other peril, for the benefit of Mortgagee, as Mortgagee's interests shall appear, in such amount and with such companies as shall be satisfactory to Mortgagee, and deliver to Mortgagee certificates of insurance evidencing Mortgagee's interests therein, shall pay the premiums on such insurance when due; pay all taxes and assessments now or hereafter assessed upon the Property; keep the Property free from all liens impairing the security of this Mortgage; maintain the Property in as good condition as it is now, except for ordinary wear not constituting waste; shall not cause or permit the presence, use, disposal, storage, or release on or in the Property of any material defined as toxic or hazardous substances by local, state, or federal rule, regulation or law; neither commit nor allow alterations to the Property or devote it or permit it to be devoted to

any use that might impair its market value; and neither commit nor allow any other act that will jeopardize the lien of this Mortgage; then this Mortgage shall be VOID, otherwise to be in full force and effect; and, on account of the failure of Mortgagor, Mortgagor's heirs and assigns, to abide by the foregoing CONDITIONS OF THIS DEED, Mortgagee may, at its option, declare all Debt secured by this Mortgage, irrespective of when such Debt is due, and without regard to the adequacy of the security or solvency of the Mortgagor, Mortgagor's heirs or assigns, immediately due and payable; excepting only, that Mortgagor, Mortgagor's heirs and assigns, shall have such notice of Mortgagor's failure to pay the Debt as is provided therein.

AS A FURTHER CONDITION OF THIS MORTGAGE, if, without the prior consent of the Mortgagee, all or any portion of the Property, or any legal or equitable interest therein, is sold or is to be sold or transferred, pledged, or made subject to any agreement to hypothecate title, is leased for any period of time and the lease contains an option to purchase, Mortgagee or Mortgagee's heirs, successors and assigns may declare all sums secured by this Mortgage to be immediately due and payable, without demand or notice.

Upon the occurrence of a breach of any condition of this Mortgage, Mortgagee may, in addition, and not in limitation of any other rights in law or in equity, foreclose upon this Mortgage and the lien that it imposes, in accordance with the terms of this Mortgage and the laws of the State of Vermont.

If Mortgagor shall fail to pay any taxes, assessments, or insurance premiums, then Mortgagee, Mortgagee's heirs, successors, or assigns, without waiver of any right or remedies arising from default, may pay such taxes, insurance, and assessments, and add the amount so paid therefor, including costs and expenses in connection therewith and interest thereon, to the amount of the Debt, and Mortgagee, Mortgagee's heirs, successors, or assigns, may likewise add to the Debt any expense that is reasonably necessary for the preservation of the security, and also court costs in a foreclosure or other proper judicial proceedings involving the security, and other expenses actually incurred and reasonably necessary for collecting the Debt or foreclosing this Mortgage, including reasonable attorneys' fees, which shall not be limited by the provisions of V.R.C.P. 80. I(f). A power of sale to foreclose this Mortgage pursuant to the provisions of 12 V.S.A. §§ 4531, 4532, and 453 is hereby granted. Each such disbursement shall be deemed to be an advance made by Mortgagee to Mortgagor, and the payment of the same is secured by and under this Mortgage.

In the event of default in the payment of the Debt secured by this Mortgage or any of the conditions of this Mortgage, this Mortgage shall and does hereby constitute an assignment to Mortgagee of any and all rents from any tenants occupying the Property, which rents Mortgagee may collect and receive, and if the Property are vacant, then upon such default, Mortgagee is hereby authorized to rent or lease the same at such rental as Mortgagee may deem reasonable, and apply the same to the payment of the Indebtedness.

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

IN WITNESS WHEREOF, Mortgagor has hereunto caused this instrument to be executed and acknowledged this _____ day of _____, 20____.

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

X _____
Signature of Mortgagor

Address

Name of Mortgagor

City, State, Zip Code

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

STATE OF VERMONT, _____ COUNTY

I HEREBY CERTIFY, that on _____, 20____, before me, a Notary Public of the State of Vermont, 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
[Attn: Mark T. Holtschneider, Esq.
P.O. Box 6098
Lutherville, Maryland 21094]