

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

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_  
and \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_ (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 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**").

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 10% 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. MORTGAGOR WAVIES ALL HOMESTEAD RIGHTS.**

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

MORTGAGOR:

\_\_\_\_\_

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

\_\_\_\_\_

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

***[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 \_\_\_\_\_ and \_\_\_\_\_, 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 Bail Bond Application and Agreement and an Indemnitor Application and Agreement 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: \_\_\_\_\_