

THIS DOCUMENT SHOULD BE RETURNED TO:
Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, Maryland 21094

DEED TO SECURE DEBT

THIS INDENTURE (“**Security Deed**”), made as of the _____ day of _____, 20____, by and between _____, and _____ (individually, collectively, jointly, and severally, “**Grantor**”), with an address of _____, and Lexington National Insurance Corporation, a Florida Corporation (“**Grantee**”), with an address of P.O. Box 6098, Lutherville, Maryland 21094.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure performance of each agreement of Grantor herein contained and securing payment to Grantee of (a) all monies due to Grantee pursuant to the Bail Bond Application and Agreement and the Indemnitor Application and Agreement, executed and delivered by Grantor on or about the date of this Security Deed (individually or collectively, the “**Agreements**”), (b) all losses, damages, attorneys’ fees, investigation fees, forfeitures, judgments, court assessments, and liabilities suffered, sustained, or incurred by Grantee 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 Grantee 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 Security Deed as the “**Obligations**”), Grantor does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns, all of Grantor’s interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (collectively, the “**Property**”):

(a) All that certain tract or parcel of land more particularly described below (“Land”):

Legal Description: _____

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land; and

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof or appurtenant to the title to the Land, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating, or appertaining to the Land or any part thereof, or that hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor.

TOGETHER WITH all and singular the rights, tenements, hereditaments, members, and appurtenances whatsoever, in any way belonging, relating, or appertaining to any of the Property hereinabove mentioned or that hereafter shall in any way belong, relate, or be appurtenant thereto, whether now owned or hereafter acquired by Grantor.

TO HAVE AND TO HOLD the Property and all parts, rights, members, and appurtenances thereof unto Grantee, its respective successors and assigns, to its or their own use IN FEE SIMPLE forever.

AND Grantor covenants that it is lawfully seized and possessed of the Property and has good right to convey the same as aforesaid, that to Grantor’s actual knowledge the Property and every part thereof are unencumbered except for those matters (“**Permitted Encumbrances**”) that encumber title to the Property as of the date hereof, and that Grantor does warrant and will forever defend the title to the Property and every part thereof against the claims of all persons and entities whomsoever, except as to the Permitted Encumbrances.

This Security Deed is intended to operate and is to be construed as a deed passing title to the Property to Grantee and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage, and is given to secure the payment of the following described indebtedness (collectively, the “**Secured Indebtedness**”): (a) the amount of the Obligations; (b) any advances made by Grantee to protect or preserve the Property or for taxes, assessments, or insurance premiums; (c) any costs, commissions, and attorneys’ fees now or hereafter chargeable to or incurred by, or disbursed by, Grantee as provided for herein, or by applicable law; and (d) any other amounts now or hereafter owing by Grantor to Grantee under the Agreements.

PROVIDED ALWAYS, that should the Secured Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, then this Security Deed shall be canceled and surrendered, but otherwise shall remain in full force and effect.

AND GRANTOR HEREBY further covenants and agrees with Grantee as follows:

1.01 Payment and Performance of Obligations. Grantor will pay the Secured Indebtedness according to the tenor thereof promptly as the same shall become due, and shall perform every obligation of Grantor contained in this Security Deed.

1.02 Further Assurances. At any time, upon request by Grantee, Grantor shall make, execute, and deliver to Grantee, any and all other further instruments as may be reasonably necessary to effectuate, perfect, or continue and preserve the obligations of Grantor under the Agreements and the security interest of this Security Deed. Upon any failure of Grantor so to do, Grantee may make, execute, and record any such instruments for and in the name of Grantor and Grantor hereby irrevocably appoints Grantee as the agent and attorney-in-fact of Grantor so to do.

1.03 Expenses. If any action or proceeding be commenced (including, but not limited to, any foreclosure action), to which action or proceeding Grantee is made a party, or in which it becomes necessary to defend or uphold the lien of this Security Deed, or in which Grantee is served with any legal process, discovery notice, or subpoena, Grantor will reimburse to Grantee all expenses that have been or may be incurred by Grantee with respect to the foregoing. All sums paid by Grantee for the expense of any litigation to prosecute or defend the rights and lien created by this Security Deed or to appear or to take action in response to any such legal process, discovery notice, or subpoena (including reasonable attorneys' fees actually incurred and disbursements) shall be paid by Grantor, upon demand by Grantee, and any such sum shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien of this Security Deed, and shall be deemed to be secured by this Security Deed.

1.04 Condemnation. Grantor, immediately upon obtaining knowledge of the institution of any action or proceeding for the taking through condemnation of the Property or any part thereof, will promptly notify Grantee thereof. Grantee shall be entitled to all compensation, awards, and other payments or relief arising from any such condemnation.

1.05 Litigation. Grantor shall promptly give notice in writing to Grantee of any litigation commenced affecting the Property.

2.01 Default. The occurrence of any one or more of the following events shall constitute an "**Event of Default**" hereunder:

(a) Grantor shall fail to pay in full when due and payable any amounts due under the Obligations as required by the Agreements or this Security Deed;

(b) Grantor fails duly to observe any covenant, condition, or agreement of this Security Deed and such failure is not cured within thirty (30) calendar days after the effective date of written notice from Grantee to Grantor;

(c) Grantor shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency, or other similar relief for debtors;

(d) Grantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Grantor or of all or any part of the Property or of any or all of the rents, revenues, issues, earnings, profits, or income thereof;

(e) (i) There shall be filed a petition against Grantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or other law or regulation relating to bankruptcy, insolvency, or other relief for debtors or (ii) there shall be filed a petition seeking the appointment of any trustee, receiver, or liquidator of Grantor, or of all or any substantial part of the Property, or of any or all of the income, rents, issues, profits, or revenues thereof; or

(f) There shall occur, without the prior written consent of Grantee, voluntarily or by operation of law, a sale, transfer, conveyance, or assignment of all or any part of the legal or equitable title to the Property, or any interest therein.

Any periods of grace, cure, or notice provided for the benefit of Grantor in this Security Deed and in the Agreements shall run concurrently and not consecutively.

2.02 Acceleration. If an Event of Default shall have occurred hereunder, then the amounts payable under the Obligations shall, at the option of Grantee, become due and payable upon notice and demand by Grantee, and thereafter such Event of Default may be cured only by the payment of such amounts due and payable hereunder and thereunder; and no omission on the part of Grantee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.03 Right to Enter and Take Possession.

(a) If any Event of Default shall have occurred and be continuing, Grantor, upon demand of Grantee, shall forthwith surrender to Grantee the actual possession of the Property and, to the extent permitted by law, Grantee itself, or by such officers or agents as it may appoint, may enter and take possession of the Property and may exclude Grantor and Grantor's agents and employees wholly therefrom.

(b) If Grantor shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Grantee, Grantee may obtain a judgment or decree conferring upon Grantee the right to immediate possession or requiring Grantor to deliver immediate possession of the Property to Grantee, and Grantor hereby specifically consents to the entry of such judgment or decree.

(c) Upon every such entering and taking of possession, Grantee may hold, store, use, operate, manage, control, repair, and maintain the Property and conduct the business thereof, and take all other actions deemed necessary by Grantee in furtherance thereof. Grantee may collect and receive all of the income, rents, profits, issues, and revenues of the Property, including those past due as well as those accruing thereafter and, after deducting all of Grantee's costs associated with taking, holding, managing, and operating the Property, Grantee shall apply the remainder of the money so received by Grantee to the payment of the Secured Indebtedness. Notwithstanding anything provided herein to the contrary, Grantee shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as a result of any exercise by Grantee of its rights under this Security Deed, and Grantee shall be liable to account only for the rents, income, issues, and profits actually received by Grantee.

(d) If any such Event of Default by Grantor hereunder is cured and satisfied to the satisfaction of Grantee prior to any action taken to enforce the Security Deed pursuant to Section 2.05 below such that Grantee returns possession of the Property to Grantor, the right of Grantee to take possession from time to time pursuant to this Section 2.03 shall exist upon the occurrence of any subsequent Event of Default hereunder.

2.04 Receiver. If an Event of Default shall have occurred and be continuing hereunder, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the occupancy or value of any security for the Secured Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the rents, issues, profits, and revenues thereof.

2.05 Enforcement.

(a) If the Secured Indebtedness is not paid in full when the same shall become due, whether by acceleration or otherwise, Grantee, at its option, may sell all or any part of the Property at public sale or sales before the door of the courthouse of the county in which the Property or any part of the Property is situated, to the highest bidder for cash, in order to pay the Secured Indebtedness and all expenses of the sale and of all proceedings in connection therewith, including reasonable attorneys' fees actually incurred, after advertising the time, place, and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which Sheriff's sales are advertised in such county. At any such public sale, Grantee may execute and deliver to the purchaser a conveyance of the Property or any part of the Property in fee simple, with full warranties of title, and to this end, Grantor hereby constitutes and appoints Grantee the agent and attorney-in-fact of Grantor to make such sale and conveyance, and thereby to divest Grantor of all right, title, or equity that Grantor may have in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of such agent and attorney-in-fact are hereby ratified and confirmed and any recitals in such conveyance or conveyances as to facts essential to a valid sale shall be binding upon Grantor. Such power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative of the other remedies provided hereby or by law for collection of the Secured Indebtedness and shall not be exhausted by one exercise thereof but may be exercised until full payment of all of the Secured Indebtedness. In the event of any sale under this Security Deed by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish, nor exhaust such powers, until the entire Property is sold or the Secured Indebtedness is paid in full. If the Secured Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Grantee may at its option exhaust the remedies granted under any of such security instruments either concurrently or independently, and in such order as Grantee may determine.

(b) If an Event of Default shall have occurred and be continuing, Grantee may, in addition to and not in abrogation of the rights covered under Section 2.05(a), either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Obligations or the performance of any term, covenant, condition, or agreement of this

Security Deed or any other right and (ii) to pursue any other remedy available to it, all as Grantee shall determine most effectual for such purposes.

2.06 Application of Proceeds of Sale. In the event of a foreclosure or a sale of all or any portion of the Property under the power herein granted, the proceeds of such sale shall be applied first to the payment of expenses of such sale, including reasonable attorneys' fees, to insurance premiums, liens, taxes, and charges, including utility charges advanced by Grantee, to all other advances made by Grantee pursuant to this Security Deed, then to payment of the outstanding amount of the Secured Indebtedness; and the remainder, if any, shall be paid to Grantor.

2.07 Purchase by Grantee. Upon any foreclosure sale or sale of all or any portion of the Property under the power herein granted, Grantee may bid for and purchase the Property and shall be entitled to apply all or any part of the Secured Indebtedness as a credit to the purchase price.

2.08 Grantor as Tenant Holding Over. In the event of any such sale under the power herein granted, Grantor (if Grantor shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.09 Discontinuance of Proceedings and Restoration of the Parties. If Grantee shall have proceeded to enforce any right or remedy under this Security Deed and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Grantee, then and in every such case Grantor and Grantee shall be restored to their former positions, and all rights, powers, and remedies of Grantee shall continue as if no such proceeding had been taken.

2.10 Remedies Cumulative. Every such right, power, and remedy contained herein shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.11 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. Grantor agrees, to the full extent permitted by law, that in case of an Event of Default, Grantor and anyone claiming through it hereby waive the benefit of all appraisalment, valuation, stay, extension, exemption, homestead, or redemption laws now or hereafter in force, to prevent or hinder the enforcement or foreclosure of this Security Deed, or the absolute sale of the Property.

2.12 Waiver. No delay or omission of Grantee or of any holder of this Security Deed to exercise any right, power, or remedy accruing upon any Event of Default shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of any such Event of Default; and every right, power, and remedy given by this Security Deed to Grantee may be exercised from time to time and as often as may be deemed expedient by Grantee.

2.13 Suits to Protect the Property. Grantee shall have power to institute and maintain such suits and proceedings as it may deem expedient to preserve or protect its interest in the Property and in the rents, issues, profits, and revenues arising therefrom.

2.14 Grantee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other proceedings

affecting Grantor, its creditors or its property, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable to have the claims of Grantee allowed in such proceedings for the entire amount due and payable by Grantor under this Security Deed at the date of the institution of such proceedings and for any additional amount that may become due and payable by Grantor hereunder after such date.

2.15 WAIVER OF GRANTOR'S RIGHTS. BY EXECUTION OF THIS SECURITY DEED, GRANTOR EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT OF GRANTEE TO ACCELERATE THE AMOUNTS EVIDENCED BY THE AGREEMENTS AND ANY OTHER AMOUNTS AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DEED; (B) WAIVES ANY RIGHTS THAT GRANTOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES (INCLUDING, WITHOUT LIMITATION, THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS OF THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, (1) TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DEED AND (2) CONCERNING THE APPLICATION, RIGHTS, OR BENEFITS OF ANY STATUTE OF LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALLING, FORBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION, OR REDEMPTION LAWS AND (C) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY, AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR TRANSACTION AND THAT THIS SECURITY DEED IS VALID AND ENFORCEABLE BY GRANTEE AGAINST GRANTOR IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

3.01 Successors and Assigns Included in Parties. Whenever in this Security Deed one of the parties hereto is named or referred to, the legal representatives, successors, and permitted assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of Grantor and by or on behalf of Grantee shall bind and inure to the benefit of their respective heirs, executors, legal representatives, successors, and permitted assigns, regardless of whether so expressed.

3.02 Headings. The headings of the sections, paragraphs, and subdivisions of this Security Deed are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

3.03 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Obligations, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; in no event and under no circumstances whatsoever shall Grantor be charged more than the highest lawful rate of interest permitted under applicable law; if any clause or provision herein contained operates or would prospectively operate to invalidate or impair the enforceability of this Security Deed in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Security Deed shall remain operative and in full force and effect, and shall be enforced to the greatest extent permitted by law.

3.04 Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Security Deed shall be in writing, signed by or on behalf of the party giving the same, and shall be delivered personally, by recognized overnight courier service, or, if mailed, sent by certified United States Mail, postage prepaid, return receipt requested, to the other party at the address of such other party set forth in the introductory portion of this Security Deed or at such other address within the continental United States of America as such other party may designate by notice given in accordance herewith; provided further that no notice of change of address shall be effective until the date of receipt thereof. The effective date of such notice shall be the sooner to occur of the date of actual receipt, regardless of the method of delivery, or the date that is two (2) business days after the date on which the notice is postmarked by the United States Postal Service. Delivery to a party or to any officer, partner, or agent of such party at the designated address shall constitute effective delivery for purposes hereof. Any such notice, demand, or request shall be addressed as follows:

4.01 Governing Law. This Security Deed shall be governed by and interpreted in accordance with the substantive laws of the State of Georgia, without reference to the application of the choice of law principles.

4.02 Time of Essence. Time is of the essence in the performance of all obligations hereunder.

4.03 Assignment. This Security Deed is assignable by Grantee and any assignment hereof by Grantee shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Grantee.

4.04 Attorneys' Fees. Whenever in any of the Agreements Grantor is obligated to pay the legal fees of Grantee's counsel, such obligation shall be limited to the reasonable fees of Grantee's counsel that are actually incurred. Notwithstanding anything contained herein to the contrary, if under any circumstances Grantor is required hereunder to pay any or all of Grantee's attorneys' fees and expenses, Grantor shall be responsible only for actual legal fees and out of pocket expenses incurred by Grantee at normal hourly rates for the work done.

IN WITNESS WHEREOF, Grantor has executed this Security Deed under seal as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

Unofficial Witness

By: _____

Notary Public

My commission expires: _____

[NOTARY SEAL]

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

GRANTOR:

Signed, sealed and delivered in the presence of:

Unofficial Witness

By: _____

Notary Public

My commission expires: _____

[NOTARY SEAL]