

Mail Recorded Deed to:

Recording Office Use

This Instrument Prepared by:

Property Appraisers Parcel Identification (Folio) Number(s):

This Mortgage Deed executed this _____ day of _____, _____ by _____

_____ hereinafter called the Mortgagor, with address of _____
to _____ hereinafter
called the Mortgagee, with address of _____:

Witnesseth, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Contingent Promissory Note of even date, hereinafter described, the Mortgagor hereby grants, bargains, sells, liens, remises, conveys and confirms unto the Mortgagee and its assigns and representatives this real estate, situated in _____ County, State of _____, viz:

The Mortgagors hereby acknowledge that the property encumbered by this Mortgage may be claimed as homestead; however, Mortgagors agree, for the purpose of this Mortgage, to waive any and all exemptions granted to them under the laws of the State of _____ that would apply to homestead property.

This Mortgage Deed is accepted as collateral for Surety Bond Number(s) _____ posted on behalf of _____ hereinafter called the Defendant in the _____ Court and shall be returned when all obligations arising from this undertaking 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 and its assigns and representatives 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 such bond(s) or undertaking(s) on behalf of Defendant and/or at the instance of the Mortgagor(s) 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 such bond or undertaking, and any other bonds or undertakings, executed in behalf of and/or at the instance of the Mortgagor(s) and before the Mortgagee shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements 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 and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

That this Mortgage Deed is solely to secure future advances which may be made by the Mortgagee to the Mortgagor up to and including the amount of \$ _____ Dollars (\$ _____) and interest thereon at _____ percent (_____ %) per annum. That at the present time, the Mortgagee has not loaned the Mortgagor any money or other thing of value, and as such, the present outstanding debt from the Mortgagor to the Mortgagee is Zero Dollars. The Mortgagee may loan to the Mortgagor up to and including the amount of \$ _____ Dollars (\$ _____) and interest thereon at _____ percent (_____ %) per annum, upon the occurrence of the stated contingency: Upon the forfeiture or estreature of the surety bond(s) posted on behalf of said Defendant in Case No(s) _____ in the Court of _____, County of _____, State of _____ by Mortgagee, or upon payment of any expenses incurred by the Mortgagee to produce the Defendant before the appropriate Court or Courts of competent jurisdiction in the above cause.

Provided Always, that if said Mortgagor shall pay unto said Mortgagee the certain Promissory Note hereinafter substantially copied or identified, to wit:

Contingent Promissory Note

\$ _____ Dollars (\$ _____) No(s) _____

For value received, Mortgagors hereby, jointly and severally, promise to pay upon demand to the order of _____

and/or its assigns or representatives, **If** the following stated contingency occurs: 1) Upon the forfeiture or estreature of the surety bond(s) posted on behalf of Defendant _____ for Case No(s) _____ in the _____ Court, County of _____ State of _____, or

2) Upon the payment of any expenses incurred by Mortgagee and/or its assigns and representatives to produce the Defendant before the appropriate Court(s) including but not limited to costs for real estate or brokerage assistance, travel, investigation, extradition, negotiation and settlement of bond claims, with interest (payable semi-annually) thereon at the rate of _____ percent, per annum, from the occurrence of the above stated contingency, until fully paid. The maker and endorser of this Note agree(s) to payment upon primary demand and waive(s) notice of non-payment and protest; and if suit shall be brought for the collection hereof, or the same has to be collected upon demand of an Attorney, to pay reasonable Attorney's fees and assessable costs, for making such collection. Deferred interest payments to bear interest from maturity at _____ percent, per annum, payable semi-annually.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including \$ _____ Dollars (\$ _____) and interest.

It is further agreed and specifically understood that this Note shall become null and void in the event said Defendant shall appear in the proper Court at all the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the Defendant have been fulfilled and the surety discharged of all liability there under in writing, otherwise to remain in full force and effect.

X _____ (Seal)

X _____ (Seal)

Signed this _____ day of _____, _____.

And the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said Note 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 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 said Note and this Mortgage, or either; to perform, comply with and abide by each and every agreement, stipulation, condition and covenant set forth in said Note 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 said Note and 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 _____.

If any sum of money, herein referred to, is not promptly paid within twenty (20) days next after the same becomes due, or if each and every agreement, stipulation, conditions and covenants of said Note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee become due and payable, anything in said Note 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 said Note or this Mortgage accrued or thereafter accruing.

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

Signed, sealed and delivered in the presence of:

Witness Signature

Mortgagee Signature

Witness Signature

Mortgagee Signature

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____ before me personally appeared _____ known

to me to be the persons described in and who executed the foregoing instrument and who acknowledged the same.

Commission Expiration _____

Notary Public _____