

**MORTGAGE AGREEMENT**

At the request of \_\_\_\_\_ (the Undersigned) and upon the security hereof, **UNIVERSAL FIRE & CASUALTY INSURANCE COMPANY**, with address of **6437 28th Ave., Hudsonville, MI 49426** (Surety) has arranged, executed or continued an appearance bond, with Power of Attorney No. \_\_\_\_\_, dated \_\_\_\_\_ for \_\_\_\_\_ (Principal). Said bond is in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and is posted in the \_\_\_\_\_ Court.

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned (jointly and severally, if more than one) absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representatives, successors, heirs and successors, heirs and assigns as follows:

**(1)** The Undersigned shall have the Principal forthcoming before the Court named in said bond, or in the event of a bindover, the Court to which bound, at the time therein fixed, or as provided by law, and from day to day and term to term, as may be ordered by such Court. **(2)** The Undersigned shall, at all times, indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may, for any cause at any time, directly or indirectly sustain or incur, by reason or in consequence of the execution or continuation of said bond and every bond executed in substitution for said bond, with or without the consent of the Undersigned. This indemnity shall include, but not be limited to, bond estreatures and forfeitures, judgments, court costs, sheriff's fees, attorney fees and appellate attorney fees, suit orders and adjudications, recording and filing fees, reward offerings, investigative expenses reasonably incurred in the attempt to locate Principal, and incidental expenses incurred in Principal's apprehension, and return to proper custody. The Undersigned shall provide the Surety with sufficient funds to meet every such loss, cost and expense before the Surety is required to pay the same. **(3)** The Undersigned guarantee payment of every premium, on the bonds described above, promptly when due without first requiring the Surety to proceed against the Principal. **(4)** To secure the payment and performance of every obligation described herein, the Undersigned hereby grant, convey and mortgage to Surety all of this real property:

**(5)** The Undersigned fully warrant fee simple title to said property, shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all persons. The Undersigned shall insure said property, in form and amount satisfactory, to the Surety with a "loss payable clause" in favor of the Surety. **(6)** If any sum, referred to herein, remains unpaid (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this Agreement, notwithstanding any exemption, which may be available by law, and shall be entitled to recover forthwith any deficiency, which may occur. **(7)** The Undersigned waive all notices and demands and shall pay all cost of collection incurred by the Surety in connection herewith, whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. The Surety may discuss any default with the present or future employers of any of the Undersigned. **(8)** The term "Surety" shall include this Surety and every Surety Company on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights, which the Surety may have under separate signed Agreements, or applicable law. **(9)** The acquiescence of the Surety in any default by the Undersigned shall not constitute a waiver of such default. If any provision of this Agreement is void or unenforceable under the law, this Agreement shall not be void, but shall be construed and enforced as though such provision was omitted. The singular form used herein shall include the pluralform, where applicable, and visa versa. **(10)** By this reference, this Mortgage Agreement, and its affiliated documents, are a part of the Surety Bond Application and Contract for Court Appearance. The Surety is authorized to obtain information, in accordance with the Consumer Authorization to Release Information section of that document. **(11)** THIS INSTRUMENT DEPENDS UPON THE HAPPENING OF A CONTINGENCY BEFORE AN OBLIGATION TO PAY IS CREATED.

SIGNED, SEALED, and DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_(L.S.)

PRINTED \_\_\_\_\_

\_\_\_\_\_(L.S.)

PRINTED \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged the same.

COMMISSION EXPIRATION \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

Instrument Drafted by & Return to: \_\_\_\_\_