

**MORTGAGE**

AMOUNT SECURED:\$ \_\_\_\_\_

**THIS MORTGAGE** (“**this Mortgage**”), dated as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ and \_\_\_\_\_, whose address is \_\_\_\_\_ (individually, collectively, jointly, and severally, “**Mortgagor**”), and Lexington National Insurance Corporation, a Florida Corporation, whose address is P.O. Box 6098, Lutherville, Maryland 21094 (“**Mortgagee**”);

WITNESSETH:

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**”).

NOW, THEREFORE, in consideration of the premises and to secure the payment of the Obligations according to the terms thereof and the faithful performance of all of the Obligations set out herein and in the Agreements with respect to the Obligations, Mortgagor does hereby grant, convey, and mortgage to Mortgagee, in fee simple, with covenant of GENERAL WARRANTY, the real property, the improvements now or hereafter erected thereon, appurtenances thereto, and the rents, issues, and profits therefrom (“**Property**”) situated and located in \_\_\_\_\_ County, Commonwealth of Kentucky, as described below:

BEING THE SAME PROPERTY acquired by \_\_\_\_\_ by deed dated \_\_\_\_\_ of record in the Office of the Clerk of \_\_\_\_\_ County, Kentucky, in Deed Book \_\_\_\_\_, Page \_\_\_\_\_.

Mortgagor warrants that it is lawfully seized of the estate hereby conveyed and has the full right and power to grant, convey, and mortgage the same and that the Property is free and clear of all encumbrances except easements, restrictions, and stipulations of record as of the date hereof, applicable zoning rules, and regulations and taxes not yet due and payable.

Mortgagor covenants and agrees to the following conditions:

1. The improvements on the Property shall be insured by Mortgagor, until the Obligations are fully paid, against loss by fire and such other hazards as are covered by a standard extended coverage endorsement with some insurance company or companies authorized to do business in the Commonwealth of Kentucky and acceptable to Mortgagee. The policy or policies for such insurance, bearing such standard extended coverage endorsement, shall be in such amounts as Mortgagee may require and shall have attached thereto loss payable clauses in favor of, and delivered to, Mortgagee. In the event of loss by fire or other causes covered by such standard extended coverage endorsement, Mortgagor shall give immediate notice thereof by mail to Mortgagee, which may make proof of loss if not made promptly by Mortgagor. The insurance company or companies concerned are hereby authorized and directed to make payment for such loss directly to Mortgagee; Mortgagee may, at its option, apply such insurance proceeds, or any part thereof, to the payment or reduction of the Obligations or to the restoration or repair of such improvements.

2. All taxes and legal assessments, water rates, and other charges, fines, or impositions against the Property shall be promptly paid by Mortgagor and, upon request, the receipts therefor exhibited to Mortgagee.

3. If Mortgagor shall fail to keep such insurance in force or to pay said taxes, legal assessments, water rates, or other charges, fines, or impositions, Mortgagee may effect such insurance or pay such taxes, legal assessments, water rates, or other charges, fines, or impositions. Any sums so expended by Mortgagee will be repaid by Mortgagor upon demand with interest thereon at 10% per annum (but in no event higher than the highest rate allowed by law), and such sums and the interest thereon shall be deemed a part of the debt secured hereby and included herein.

4. If any proceeding shall be instituted to condemn all or any part of the Property, and take the same for public use under the power of eminent domain or to enforce any lien upon or interest in the Property, Mortgagee may, without notice, at its option, declare the entire unpaid balance of the Obligations immediately due and payable and proceed to enforce the collection of the same and all charges, reasonable attorney fees, and costs permitted by law, and the lien of this Mortgage. Mortgagor hereby waives all rights of valuation and appraisal laws.

5. If Mortgagor shall (a) fail to pay the Obligations when the same shall become due and payable; (b) fail to maintain and keep in force such insurance or fail to pay such taxes, legal assessments, water rates, or other charges, fines, or impositions when the same shall become due and payable; (c) sell or permit the Property to be sold without the prior written consent of Mortgagee; (d) mortgage or encumber the Property without the prior written consent of Mortgagee, (e) be adjudged bankrupt or insolvent, make an assignment for the benefit of creditors, or be placed in receivership; (f) die or become incompetent; or (g) in any manner fail to keep and perform any of the Obligations set out in the Agreements or herein contained on its part to be performed, THEN, and in any of such events, Mortgagee may, without notice, at its option, immediately declare the entire unpaid balance of the Obligations and all other indebtedness secured hereby immediately due and payable and proceed to enforce the collection of the same and all charges and costs permitted by law and the lien of this Mortgage, including reasonable attorney fees if permitted by law. Mortgagor hereby waives all rights of valuation and appraisal laws.

6. All rents, issues, and profits from the Property are hereby assigned to Mortgagee, and if Mortgagor shall fail to pay the Obligations when the same shall become due and payable or in any manner fail to keep and perform any of the Obligations set out herein or in the Agreements on its part to be performed, all such rents, issues, and profits shall be paid directly to Mortgagee by the person obligated therefor, or Mortgagee may, at its option, have a receiver appointed to take charge of the Property and to collect such rents, issues, and profits, all without consideration of the value of the Property, as security for the amount of indebtedness secured hereby. All such rents, issues, and profits paid to Mortgagee or collected by such receiver shall be first applied to the cost of collection thereof (including the cost of such receivership, if any) and then to the payment of the Obligations.

7. Mortgagor shall not permit the indebtedness secured by this Mortgage to be assumed without the written consent of Mortgagee.

8. Failure of Mortgagee to exercise any of its options provided for herein in the event of any violation of the warranties, covenants, and agreements herein contained shall not constitute a waiver of its right to exercise such option because of any subsequent violation.

9. This Mortgage shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

PROVIDED, HOWEVER, that if Mortgagor shall pay the Obligations according to the terms thereof and perform all of the covenants, conditions, stipulations, and agreements set out in the same or herein contained, then this Mortgage shall be void, and Mortgagee shall, at Mortgagor's cost and request, release the same.

***[Signature(s) on next page]***

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: \_\_\_\_\_

**PREPARED BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_ [SIGNATURE]

**AFTER RECORDING, PLEASE RETURN TO:**

Lexington National Insurance Corporation  
Attn: Mark T. Holtschneider, Esquire  
P.O. Box 6098  
Lutherville, Maryland 21094