

After Recording, Return to:  
Lexington National Insurance Corporation  
Attn: Mark T. Holtschneider, Esq.  
P.O. Box 6098  
Lutherville, Maryland 21094

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS,  
AND FINANCING STATEMENT**

\_\_\_\_\_  
Mortgagor

to

LEXINGTON NATIONAL INSURANCE CORPORATION  
Mortgagee

**THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT** (this "**Mortgage**") is made and entered into by \_\_\_\_\_ and \_\_\_\_\_, with an address of \_\_\_\_\_ (individually, collectively, jointly, and severally, "**Mortgagor**"), to Lexington National Insurance Corporation, a Florida Corporation ("**Mortgagee**"), having as a business address P.O. Box 6098, Lutherville, Maryland 21094.

WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Mortgagor, and in order to secure the Obligations (as defined below), Mortgagor does hereby give, grant, bargain, sell, transfer, assign, mortgage, and convey unto Mortgagee, and its successors and assigns, with MORTGAGE COVENANTS and upon the STATUTORY CONDITIONS, all of the following described property (collectively referred to as the "**Property**"):

(a) All Mortgagor's right, title, and interest, whether fee, easement, leasehold, license or otherwise, in and to those certain tracts and parcels of land located in \_\_\_\_\_, \_\_\_\_\_ County, New Hampshire, as more particularly described as follows:

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

together with all right, title, and interest of Mortgagor, including all after-acquired rights in rights-of-ways, roads, streets, alleys and ways adjacent thereto, all appurtenant easements, licenses, strips and gores of land, oil, gas and other minerals, shrubs, trees, timber and other emblements now or hereafter located on, servicing, or benefiting such

tracts and parcels and under and above same, and all hereditaments, in any way belonging to or appertaining to such tracts and parcels of land and any part thereof, whether now owned or hereafter acquired by Mortgagor and the reversion and reversions, remainder and remainders ("**Land**"); and

(b) All right, title, and interest of Mortgagor in and to all buildings, structures, parking areas, pipes, poles conduits, transmission lines, landscaping, and other improvements of every nature now or hereafter situated, erected or placed on, under or over the Land ("**Improvements**"); and

(c) All right, title, and interest of Mortgagor in and to all fixtures, machinery, equipment, furniture, inventory, building supplies, appliances, and other articles of personal property (collectively, "**Personal Property**"), now or hereafter owned by Mortgagor and located in, on, or about, or used or intended to be used with or in connection with the use, operation, or enjoyment of the Land or the Improvements; and

(d) All present and future leases, tenancies, occupancies, and licenses, whether written or oral ("**Leases**"), of the Land, the Improvements, the Personal Property, and all deposits, income, rents, issues, royalties, profits, revenues, security deposits and other benefits of the Land, the Improvements, the Personal Property ("**Revenues**") from time to time; and

This Mortgage is intended to constitute: (i) a mortgage deed under the laws of the State of New Hampshire, and (ii) a security agreement and FINANCING STATEMENT under the Uniform Commercial Code as enacted in the State of New Hampshire. This Mortgage is also intended to operate and be construed as an absolute present assignment of the Leases, rents, issues, and profits of the Property, Mortgagor hereby agreeing that Mortgagee is entitled to receive the rents, issues and profits of the Property prior to an Event of Default (as defined below) and without entering upon or taking possession of 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**"), including, but not limited to, the following:

(i) Any additional advances made by Mortgagee to protect or preserve the Property, or for taxes, assessments, or insurance premiums as hereinafter provided or for performance of any of Mortgagor's obligations hereunder or for any other purpose provided herein or in the other Agreements (regardless of whether the original Mortgagor remains the owner of the Property at the time of such advances); and

(ii) Any and all other indebtedness, however incurred, which may now or hereafter be due and owing from Mortgagor to Mortgagee, now existing or hereafter arising, however and

whenever incurred or evidenced, whether expressed or implied, direct or indirect absolute or contingent, or due or to become due, and all renewals, modifications, consolidations and extensions thereof.

This Mortgage is upon the STATUTORY CONDITIONS, upon the breach of which Mortgagee shall have the STATUTORY POWER OF SALE, which is hereby incorporated herein by reference.

Mortgagor hereby further covenants and agrees with Mortgagee as follows:

If the Property conveyed hereby, or any part thereof, shall be damaged by fire or other hazard against which the insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and at its option, may be applied to the indebtedness or released for the repairing or rebuilding of the Property.

Mortgagor shall pay the indebtedness due under the Agreements when due, shall keep the Property insured against fire and other casualties in an amount equal to the replacement cost of the structures located thereon, and shall pay all taxes and assessments when due. If any payment provided for in the Agreements, or this Mortgage for taxes, insurance premiums, repair of the Property or the like is not made by Mortgagor, then Mortgagee may pay the same, and all sums so advanced, with interest thereon at 10% per annum (but in no event higher than the highest rate allowed by law) from the date of such advance, shall be added to the indebtedness and shall be secured hereby.

If the Property or any part thereof shall be taken or condemned for public or quasi public purposes by the proper authorities, Mortgagor shall have no claim against the award for damages or be entitled to any portion of the award until this Mortgage shall be paid, and all rights to damages of Mortgagor are hereby assigned to Mortgagee to the extent of any indebtedness that remains unpaid, Mortgagor, however, having the right to appeal such award to the Courts of competent jurisdiction.

Mortgagor will not, directly or indirectly, voluntarily or involuntarily, without the prior written consent of Mortgagee in each instance sell, convey, assign, transfer, lease, option, mortgage, pledge, hypothecate or dispose of the Property, or any part thereof or interest therein; or create or suffer to be created or to exist any lien, encumbrance, security interest, mortgage, pledge, restriction, attachment or other charge of any kind upon the Property, or any part thereof or interest therein.

Mortgagor shall keep the Property in good condition and repair and shall make no waste of the Property. Mortgagor shall ensure that all person providing labor or materials to the Property are paid in full so that no liens are placed on the Property.

Mortgagor shall cause the Property to comply with all local, state and federal laws, ordinances, regulations and rules including land use and environmental.

This Mortgage is upon the Statutory Conditions, for any breach of which or any breach of any other provision hereof, Mortgagee shall have the Statutory Power of Sale and other foreclosure rights under New Hampshire law.

Mortgagee may also either with or without entering upon or taking possession of the Property, demand, collect and receive any or all Revenues.

Mortgagee may notify any purchaser, tenant, lessee or licensee of the Property, either in the name of Mortgagee or Mortgagor, to make payment of Revenues directly to Mortgagee or Mortgagee's mortgagees, may advise any person of Mortgagee's interest in and to the Revenues, and may collect directly from such purchaser, tenants, lessees and licensees all amounts due on account of the Revenues. Mortgagee may foreclose on any Personal Property separately or in connection with the foreclosure.

The Property is not subject to homestead interests.

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: \_\_\_\_\_