

Notation to Recording Clerk: No intangible personal property tax is due upon recording in light of secondary nature of liability of mortgagor which would arise only after default under the Bond referenced herein. West Flagler Associates, Ltd. v. Department of Revenue, 633 So. 2d. 555 (3rd DCA 1994).

RETURN TO:

Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, Maryland 21094

THIS MORTGAGE DEED
TO SECURE UNPAID PREMIUM

MORTGAGE AMOUNT: \$_____

EXECUTED the _____ day of _____ A.D. 20_____ by

Name _____

Address _____

hereinafter called the Mortgagor to: _____

hereinafter called the Mortgagee:

Witnesseth, that for good and valuable considerations, and also to secure the timely payment of \$_____ of premium owed to Mortgagee on account of, growing out of, or resulting from the bail bond(s) or undertaking(s) ("Bond") issued or caused to be issued by Mortgagee for _____ ("Defendant") using power of attorney number(s) (if known) _____, in _____ County, _____ in the total bond amount of \$_____, with full payment to be made by _____, 20_____ (the "Indebtedness") pursuant to and including any PROMISSORY NOTE & INSTALLMENT PAYMENT PLAN FOR UNPAID PREMIUM executed in connection with the Bond (the "Note), and to secure the due and prompt and complete observance and performance of each and every obligation, covenant and agreement of (a) Mortgagor contained in this Mortgage and (b) the debtor under the Note and any other instrument evidencing, securing, guaranteeing or governing the premium owed for the Bond indebtedness (collectively the "Obligations"), the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession, situated in _____ County, Florida viz:

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

This Mortgage Deed is accepted as collateral for the Obligations and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

The liability for legal fees and disbursements includes all legal fees and disbursements that 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 as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to 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.

PROVIDED ALWAYS, that if the Mortgagor shall meet the terms of the Note, and shall perform, comply with and abide by each and every agreement, stipulation, conditions and covenant thereof, and of this Mortgage and the estate hereby created, shall cease, determine and be null and void.

And the Mortgagor hereby further covenants and agrees to pay promptly when due all sums of money provided for in the Note and this Mortgage, or either, to pay all and singular the taxes and assessments, levies, liabilities, obligation and encumbrances of every nature on property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the building now or hereafter on said land full insured in a sum of not less than the fair market value of such building in a company or companies acceptable to the Mortgagee, the policy or policies to be held by and payable to 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 all 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 and abide by each and every the agreements, stipulations, conditions and covenants set forth in the 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 the 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 Florida.

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

If Mortgagor is married, both husband and wife must sign this Mortgage. If this property is held in a Trust, this Mortgage must be executed by the Trustee(s) both in the capacity of Trustee(s) and individually too.

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

Signed, sealed and delivered in the presence of

WITNESS SIGNATURES

MORTGAGOR (S) SIGNATURE(S)

X _____

Printed Name _____

X _____ LS.

Printed Name _____

X _____

Printed Name _____

X _____ LS.

Printed Name _____

X _____

Printed Name _____

X _____ LS.

Printed Name _____

X _____ X _____ LS.
Printed Name _____ Printed Name _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____

_____ to me known and known to me to be the person(s) described in and who executed the foregoing instrument

and HE SHE THEY acknowledged to me that HE SHE THEY executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of

_____, 20_____

Notary Public

This Instrument prepared by:

Bail Bondsman's Name: _____

Address: _____
