

After recording return to:

Name:
Address:

This instrument prepared by:

Name:
Address:

SPACE ABOVE THIS LINE FOR RECORDING DATA

MORTGAGE

Executed the _____ day of _____ 20____ by:

(Names of Owners in Title to Property)

hereinafter, called the Mortgagor to U.S. SPECIALTY INSURANCE COMPANY hereinafter called the Mortgagee, whose address is 1000 NW 14 Street, Miami, Florida 33136:

(Wherever used herein the terms mortgagor and mortgagee shall include singular and plural, all the parties to this instrument and the heirs legal representatives and assigns of individuals and the successors and assigns of corporations whenever the context so admits or requires.)

Witnesseth, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Contingent Promissory Note of even date herewith, hereinafter described, the Mortgagor hereby grants, bargains, sells, assigns, remises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in _____ County, State of _____, viz:

This Mortgage is given to secure a corporate surety bail bond posted on behalf of:

Defendant Name	Case Number(s)	Court and County

("Defendant"), on power of attorney number(s) _____ and to secure the Defendant's appearance in court. In the event of any breach of the terms and conditions of the bail bond, this Mortgage and the Contingent Promissory Note secured by this Mortgage shall become due. Mortgagor shall indemnify U.S. Specialty Insurance Company and/or its posting or managing agent from any liability, loss and/or expense on the bond. This Mortgage shall be cancelled or satisfied when all of the obligations of the bail bond, including any unpaid premium to U.S. Specialty Insurance Company or its agent, have been satisfied and the bail bond is discharged and/or exonerated without any unrecovered loss to U.S. Specialty Insurance Company and/or its posting or managing agent. This Mortgage shall incorporate by reference and as if set forth herein the terms of the Application for Surety Bond and Indemnity Agreement for Surety Bond.

Provided always that if said Mortgagor shall pay unto Mortgagee the certain Contingent Promissory Note due upon any breach of the terms and conditions of the bail bond in the amount of \$ _____ and shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cease, terminate and be null and void.

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, 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 anytime; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the Mortgage amount 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 all costs, charges, and expenses, including lawyers' 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 the agreements, stipulations, conditions and covenants 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 as contained in the Contingent Promissory Note and allowed by the laws of the State of _____.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every of the agreements, stipulations, conditions and covenants of said Bail Bond, Note and this Mortgage, or either, 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 and be 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 signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Witness Signature
(Printed name)

Mortgagor
(Print name)

Witness Signature
(Printed name)

Post office address

Witness Signature
(Printed name)

Witness Signature
(Printed name)

Co-Mortgagor
(Print name)

STATE OF _____)
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 to be the persons described in or who provided the following as identification _____ and who executed the foregoing instrument and acknowledged before me under oath that they executed the same for the purposes stated therein.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public
(Print name)