

Mortgage Agreement

At the request of _____
(the undersigned) and upon the security hereof, FINANCIAL CASUALTY & SURETY, INC.
(Surety) has arranged, executed or continued an appearance bond, numbered
_____, dated _____
for _____ (Principal).
Said bond is in the sum of \$ _____ and is posted in the
_____ Court of _____

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 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 thereafter, 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 place the Surety in funds to meet every such loss, cost and expense before the Surety is required to pay the same. This Mortgage is given as security for the Surety in the event it becomes obligated to advance funds in the future as a result of having undertaken the above described bond obligation. It is the intention of the undersigned to allow a present and continuing lien on or interest in the herein described property in the amount of \$ _____ plus a sum equal to an additional 25% thereof until the above obligation shall be terminated and cancelled.
3. The undersigned guarantees the 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 the Surety, all of the following described real property: SEE EXHIBIT "A" ATTACHED AND/OR BELOW FOR LEGAL DESCRIPTION.

5. The undersigned full 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 person. 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 ten (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 costs 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 acquiescence of the Surety in any default by the undersigned shall not constitute a waiver of such default. Note: "Attorney fees" include bankruptcy attorney fees and court costs.
8. The term "Surety" shall include the 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 agreements of applicable law.

SIGNED, SEALED AND DELIVERED at _____

this _____ day of _____ A.D., _____

WITNESS (signature) _____ Owner (signature) _____

(print) _____ (print) _____

WITNESS (signature) _____ Owner (signature) _____

(print) _____ (print) _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ A.D., _____

by _____, who is personally known to me to be the individual described herein (or who has produced _____ as identification) who did (did not) take an oath and acknowledged that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the said County and State the day and year first above set forth.

Notary Public: _____ My Commission Expires: _____

Prepared By: _____ Address: _____

This instrument depends upon the happening of a contingency before an obligation to pay is created.