

AFTER RECORDING, PLEASE RETURN TO:

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

MORTGAGE

THIS MORTGAGE is made this _____ day of _____, 20____, between:

MORTGAGOR(s): Name: _____

Name: _____

Address

Address

City, State, and Zip Code

City, State, and Zip Code

Marital Status

Marital Status

(individually, collectively, jointly, and severally)

and

MORTGAGEE: Lexington National Insurance Corporation
Attn: Ronald A. Frank, President
P.O. Box 6098
Lutherville, Maryland 2094

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**").

To secure Mortgagee the repayment of the amounts due under the Agreements, with interest thereon, the payment of all other sums, with interest thereon, which Mortgagee may have advanced under this Mortgage to protect the security of this Mortgage, and the performance of the Obligations and the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage to Mortgagee the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

including all buildings, fixtures and improvements thereon, and all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances thereunto belonging used or enjoyed with such real estate or any part thereof, including any interest Mortgagor hereafter acquires in such property ("**Property**").

Mortgagor covenants that Mortgagor is lawfully seised of the Property and that it is free from encumbrance, subject, however, to existing tenancies and restrictive covenants of record with respect to the Property. Mortgagor warrants and defends the title to the Property against the lawful claims of all persons, subject only to existing tenancies and the restrictive covenants of record.

Mortgagor and Mortgagee covenant and agree as follows:

1. Payment Obligations. Mortgagor shall promptly pay when due the amounts due under the Agreements, together with sums advanced by Mortgagee to protect the Property, with interest thereon at 10% per annum (but in no event higher than the highest rate allowed by law) ("**Interest Rate**").

2. Taxes and Assessments. Mortgagor shall pay all real estate taxes and assessments levied on the Property, including any tax levied on the amounts secured hereby, when they become due and before they become delinquent.

3. Insurance. Mortgagor shall maintain hazard insurance, at least on 80% fire and extended coverage on the replacement value of the improvements on the Property, or its equivalent, with mortgage clause providing loss payable to the parties as their respective interests may appear on and after the date of this Mortgage, until such time as the entire amounts due under the Agreement and this Mortgage are paid in full. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if Mortgagor fails to make proof of loss promptly. Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, providing such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible, or if the security of this Mortgage would be impaired by such loss, the parties agree the insurance proceeds shall be applied to amounts secured by this Mortgage, with any excess paid to Mortgagor. Any application of proceeds to indebtedness shall not extend or postpone the due date of any payments under the Agreements, or cure any default under the Agreements or this Mortgage. Mortgagor shall furnish Mortgagee a certificate of insurance coverage at Mortgagee's request, with a provision in such certificate that the insurer

shall provide Mortgagee 10 days advance notice of any cancellation of the policy at any time for any reason, or of expiration of the policy without renewal thereof. The insurance carrier providing the insurance shall be chosen by Mortgagor, subject to approval by Mortgagee, provided that Mortgagee shall not withhold approval unreasonably.

4. Tax and Insurance Escrow. If required by Mortgagee, Mortgagor shall pay to Mortgagee monthly, or periodically as required by Mortgagee, an installment of taxes and assessments levied and assessed or to be levied and assessed on the Property, and installment of insurance premiums that will become due and payable to renew required insurance, in amounts sufficient to accumulate the sums required to satisfy such taxes, assessments, and insurance premiums when due. Mortgagee shall comply with all state and federal laws, rules and regulations that may at any time exist for establishing the sums to be paid into escrow, the management thereof, the payment of taxes, assessments, and insurance premiums, and accounting therefor to Mortgagor.

5. Compliance with Law and Regulations. Mortgagor covenants with Mortgagee that on the date of execution of this Mortgage, the improvements on the Property conform with the restrictive covenants of record relating to the type of construction, occupancy and use of the Property; to all federal, state and local laws, codes, rules, and regulations which that to the construction, occupancy, and use of the Property.

6. Use and Preservation of Property. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property; shall not remove, demolish, or alter any buildings, improvements, or fixtures thereon without the prior written consent of Mortgagee; and shall comply with all laws, ordinances, and regulations of all public authorities relating to the Property or the use thereof.

7. Protection of Security. Should Mortgagor fail to pay taxes or assessments, maintain insurance or pay insurance premiums, or maintain the Property as provided herein, Mortgagee may pay any such amounts or take steps to protect the value of the Property and the rights of Mortgagee in the Property. Any sums Mortgagee may advance for payment of any such taxes or assessments, insurance premiums, maintenance and protection of the Property shall be considered additional debt owed by Mortgagor to Mortgagee and secured by this Mortgage, and shall bear interest from the date Mortgagee pays any amount until paid with interest thereon at the Interest Rate.

8. Inspection. Mortgagee or its agents may make reasonable entries on the Property for purposes of inspection, provided that except in the event of a casualty, Mortgagee shall give Mortgagor notice prior to any such inspection.

9. Application of Payments. Mortgagee shall apply all payments Mortgagee receives from Mortgagor under the Agreements and this Mortgage first to reimburse advancements made by Mortgagee for protection of the Property, including interest on such advancements, second to interest, and the balance to principal.

10. Forbearance Not Waiver. Mortgagee's failure to exercise any right or remedy available under this Mortgage or the Agreements it secures on any one default shall not waive or preclude the exercise of any right or remedy on the event of any subsequent default.

11. Eminent Domain. Should the Property or any part thereof or any interest therein be taken or damaged by reason of any taking by right of eminent domain, condemnation proceeding, or in any other manner, including a deed in lieu of condemnation, or should Mortgagor receive any notice or any other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee. The parties shall reach mutual agreement as to the receipt of any compensation, award, or other payments of relief granted with respect to

exercise of eminent domain, with any amounts that Mortgagee may receive to be applied to amounts due under the Agreements. In the absence of mutual agreement, Mortgagee shall receive such proportion of the proceeds as is equal to the proportion that the sums secured by this Mortgage immediately prior to the date of payment of the amount received by the parties bears to the fair market value of the Property the date of payment of the amount received. Mortgagor shall receive any balance of the proceeds.

12. Assignment of Rents. As additional security, Mortgagor hereby assigns to Mortgagee the rents, profits, and income of the Property, provided that Mortgagor shall, prior to acceleration hereunder or abandonment of the Property, have the right to collect and retain such rents, profits, and income as they become due and payable. On acceleration as provided herein, or Mortgagor's abandonment of the Property, Mortgagee, in person or by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property and collect the rents, profits, and income of the Property. All rents, profits, and income collected by Mortgagee, or the receiver, shall be applied first to payment of costs of managing the property and collection of rents, profits and income, including, but not limited to, receiver's fees, premiums on receiver's and applicant's bonds, and, if allowed by law, reasonable attorneys' fees, and then to sums secured by this Mortgage.

13. Transfer of Property. Should Mortgagor desire to sell or encumber the Property or any part thereof, or enter into an agreement to sell or encumber the Property or any part thereof without the consent of Mortgagee, or Mortgagor permit any part of the Property or interest therein to become subject to a lien of any kind without Mortgagee's consent, Mortgagee, at its option, can declare the entire indebtedness remaining due and unpaid secured hereby immediately due and payable and exercise any remedies available to Mortgagee under the provisions of this Mortgage.

14. Default. Should Mortgagor fail to make any payment due hereunder, attempt to assign or convey any part of the Property or create any encumbrance thereon without prior written consent of Mortgagee, except for conveyance made under threat of exercise of eminent domain; or should Mortgagor breach any other covenant or agreement of Mortgagor in this Mortgage or the Agreements it secures, Mortgagee, at its option, may:

- a. Declare the entire amounts due under the Agreements immediately due and payable;
- b. Remedy the default and charge Mortgagor the amount thereof with interest at the Interest Rate from the date Mortgagee remedies the default, which amount with interest shall become a debt due from Mortgagor to Mortgagee payable immediately;
- c. Sue to recover any amounts due from Mortgagor to Mortgagee;
- d. Foreclose the interest of Mortgagor hereunder; or
- e. Seek any other remedy to which Mortgagee may be entitled at law or equity.

15. Notice. Mortgagee shall give Mortgagor written notice of default in payment or breach of any other covenant in this Mortgage. Any notice from Mortgagee to Mortgagor shall be given by mailing such notice by certified mail, return receipt requested, addressed to Mortgagor at the address stated herein or at such other address as Mortgagor may designate by written notice to Mortgagee. Should Mortgagor have occasion to give notice to Mortgagee, Mortgagor shall give such notice by certified mail, return receipt requested, to Mortgagee's address stated herein or such other address as Mortgagee may designate by written notice to Mortgagor.

16. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall discharge this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recording.

17. Benefit. All rights and remedies reserved to Mortgagee and all of the obligations herein imposed upon Mortgagor shall be deemed to run with the land and shall be for the benefit of the successors and assigns of Mortgagee, and shall bind the heirs, personal representatives, successors and assigns of Mortgagor.

IN WITNESS WHEREOF, Mortgagor has hereto set his/her hand the date first above written.

MORTGAGOR:

Signature

Print Name

Signature

Print 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: _____

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: _____

**REMOVE THIS PAGE FROM THIS INSTRUMENT
BEFORE FILING**

THIS PAGE SHOULD NOT BE FILED

1. If Mortgagor is married, both spouses must execute the Mortgage.
2. The Mortgage is silent as to whether it secures **bail bond premiums**. For maximum protection against the argument that the Mortgage cannot secure bail bond premiums, consider adding a specific exclusion for bail bond premiums in the first paragraph after the word “liabilities” so that it reads as follows: “liabilities (excluding, however, any bail bond premiums)” If this parenthetical is not included, there is a risk that the Grantor may prevail in arguing that the Mortgage impermissibly secures a bail bond premium. On the other hand, if you want the strongest argument that unpaid premiums are covered by the Mortgage, you should add the Promissory Note and Installment Payment Plan for Unpaid Premium to the definition of “Agreements”. If this language is not added, the debtor may have an argument that unpaid premiums are not covered by the Mortgage. Lexington National Insurance Corporation does not opine whether any state or federal mortgage licensing laws apply to securing unpaid premium with a mortgage or deed of trust.
3. All signatures must be notarized, but no witnesses are necessary.
4. The first page must contain a blank space of 3” by 8” at the top of the first page, and below the 3” margin a return address. The rest of the pages must contain a 1” margin at the bottom and a 1” margin on the two vertical sides of each page.
5. With certain exceptions, interest currently cannot exceed 16% per annum.