

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).

**THIS MORTGAGE DEED
TO SECURE BOND INDEMNITY**

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

Name(s) _____

Address _____

hereinafter called the **Mortgagor**, to

**American Surety Company
P.O. Box 68932
Indianapolis, IN 46268**

hereinafter called the **Mortgagee**:

Witnesseth, that for good and valuable considerations, and also to secure the timely payment of monies due to and for all losses, damages, expenditures and liability suffered, sustained, made or incurred by Mortgagee or any of its agents or producers 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 {Name of Defendant } _____

("Defendant") using power of attorney number(s) (if known) {Power No.} **AS** _____

_____ County, _____ in the total bond amount of \$ _____, (the "Indebtedness") pursuant to and including (A) a certain BAIL BOND APPLICATION AND AGREEMENT executed by Defendant (the "Bail Bond Agreement") and (B) a certain INDEMNITOR APPLICATION AND AGREEMENT executed by the Mortgagor (the "Indemnitor Agreement") (collectively the Bail Bond Agreement and the Indemnitor Agreement shall be referred to as the "Indebtedness Documents") and to secure the due and prompt and complete observance and performance of each and every obligation, covenant and agreement of (i) Mortgagor contained in this Mortgage and (ii) Mortgagor and Defendant pursuant to the Indebtedness Documents and any other instrument evidencing, securing, guaranteeing or governing the 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, (the "Property") viz:

As the term Mortgage Amount is used herein, the Mortgage Amount shall be deemed to be the value of the Property as agreed to by Mortgagor and Mortgagee to partially collateralize the Indebtedness and Obligations which Mortgage Amount for this Mortgage is \$ _____ DOLLARS.

The terms of the Indebtedness Documents are incorporated by reference as is more fully set forth herein and any uncured default under the Indebtedness Documents shall constitute a default under this Mortgage.

The Mortgagor hereby acknowledges 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 conditions from this Mortgage have been satisfied with no loss to the Mortgagee.

The undersigned will at all times indemnify, and keep indemnified the Mortgagee and save harmless the Mortgagee from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Mortgagee shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against the Mortgagee by reason or in consequence of having executed or caused to be executed the Bond or Indebtedness Documents or undertaking on behalf of and/or at the request of the Mortgagor (or any of them) and will pay over, reimburse and make good to the Mortgagee, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, cost, expense, suit, order, decree, payment and/or adjudication against the Mortgagee by reason of the execution of the Bond or Indebtedness Documents or undertaking and any other bonds; or undertakings executed in behalf of and/or at the request of the Mortgagor and before the Mortgagee shall be required to pay thereunder. 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.

And shall perform, comply with and abide by each and every the agreement, stipulation, condition and covenant thereof, including, without limitation the Bond, Indebtedness Documents, 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 Indebtedness and this Mortgage, or either, to pay all and singular the taxes and 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 any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the fair market value of such buildings 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 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 the agreements, stipulations, conditions and covenants of the Indebtedness, the Bond, and the Indebtedness Documents and this Mortgage or either: to perform, comply with and abide by each and every the agreement, stipulation, condition and covenant set forth in the Bond, Indebtedness Documents 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 Indebtedness, Bond, or Indebtedness Documents or 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 Indebtedness, Bond, and Indebtedness Documents and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in the Indebtedness, Bond, Indebtedness Documents, 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 Indebtedness, Bond, and Indebtedness Documents 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 Indebtedness, Bond, Indebtedness Documents 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 said 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 _____

Printed Name _____

LS.

X _____

Printed Name _____

X _____

Printed Name _____

LS.

X _____

Printed Name _____

X _____

Printed Name _____

LS.

X _____

Printed Name _____

X _____

Printed Name _____

LS.

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 %oHE %oSHE %oTHEY acknowledged to me that %oHE %oSHE %oTHEY 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:
Address:

