

MORTGAGE

THIS INDENTURE WITNESSETH, that: _____

_____ of _____ County in the State of _____ MORTGAGE AND WARRANT

TO (AGENCY) _____

_____ it's assigns

and successor, the following REAL ESTATE in:

_____ County in the State of _____.

To-wit:

COMMONLY KNOWN AS: _____

to secure payment of a promissory note and any and all liability encumbered by an indemnity agreement, become due upon the encumbrance of liability from an indemnity agreement, and or the forfeiture of all bail bond(s) executed in favor of _____ which was executed on _____, _____ in the County of _____ in the State of _____ Bond Number(s) _____.

And the Mortgagor___ expressly agree___ to pay the sums of money above secured, without relief from valuation or appraisal laws; and with attorney's fees, and upon the failure to pay any part of the mortgage debt, principal and interest, then all of the mortgage debt to become due and collectable and this mortgage may be foreclosed accordingly. And it is further agreed that on the failure of the mortgagor___ to pay any or all of the mortgage debt as it becomes due and suit should be instituted to foreclose said mortgage, then the mortgagee will be entitled to the possession, rents and profits of said real estate from the time of such default. Said rents to be applied upon said mortgage debt, less cost and expenses, if any there be. And it is further expressly agreed that until all of said mortgage debt shall be paid, said mortgagor shall keep all legal taxes and charges against said premises paid as the same become due, and shall keep the building thereon INSURED for the benefit of the mortgagee, as it's interest may appear, to the amount of \$_____, or the market value of the property which is estimated as \$_____, whichever amount is greater, and failing to do so, said mortgagee may pay taxes or insurance, and the amount so paid with eighteen percent interest thereof, shall be part of the debt(s) secured by this mortgage.

Said Mortgagors do hereby WARRANT that there is not one other than the above Mortgagor(s) who has (have) any proprietary right, title or interest in the above described real estate either directly or indirectly, that the representations and warranty and statement are made under oath to induce the acceptance of this mortgage and application for the described bail bond.