

**THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING, RETURN TO:**

**MTAW Insurance Company  
157 Main St. / P.O. Box 806  
Greenville, PA 16125**

**MORTGAGE**

KNOW ALL PERSONS BY THESE PRESENTS: THAT \_\_\_\_\_ and \_\_\_\_\_ (individually, collectively, jointly, and severally, "**Mortgagor**"), to secure (i) all monies due to Mortgagee (as defined below) pursuant to the Defendant 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**"), (ii) 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 (iii) 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, do hereby grant, bargain, sell and convey unto **MTAW Insurance Company** ("**Mortgagee**"), whose address is: 157 Main St. / P.O. Box 806 Greenville, PA 16125, and unto its successors and assigns forever, all Mortgagor's right, title, and interest in and to the real property situated in \_\_\_\_\_ County, Arkansas, that has an address of \_\_\_\_\_, Arkansas, described in the attached **Exhibit A** that is made a part hereof and incorporated herein ("**Mortgaged Property**").

TO HAVE AND TO HOLD the same unto Mortgagee and unto its successors and assigns forever with all appurtenances thereunto belonging, together with all rents and profits therefrom.

Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor will forever warrant and defend the title to the Mortgaged Property against all lawful claims whatever.

Mortgagor waives any and all rights of appraisalment, sale, redemption, homestead, dower and curtesy under the laws of Arkansas, especially redemption under the act of the General Assembly of the State of Arkansas approved May 8, 1899, and acts amendatory thereof or supplemental thereto.

IT IS FURTHER AGREED that:

1. Definitions. The terms Mortgagor and Mortgagee mean and include all permitted (if any) successors in interest to such parties.
2. Debt Secured. This Mortgage is given to secure all monies due under the Agreements and Action owed by Mortgagor to Mortgagee.
3. Taxes and Insurance. Mortgagor shall (a) pay all taxes and special assessments and other charges levied on the Mortgaged Property as the same may become due, and shall furnish a paid tax receipt to Mortgagee, and (b) keep all improvements on the Mortgaged Property insured against loss in an amount equal to at least the monies due under the Agreements and Action, with Mortgagee being named in the mortgagee clause of such policy, at all times with an insurance company reasonably acceptable to Mortgagee, and a certificate evidencing such coverage being provided Mortgagee stating cancellation will not occur without 30 days' prior written notice to Mortgagee.
4. Events of Default. An Event of Default shall occur should Mortgagor (i) convey or attempt to convey the Mortgaged Property, (ii) fail to pay the monies secured hereby as required by the Agreements, (iii) fail to comply with all provisions of this Mortgage, or (iv) upon any event of default or event allowing cancellation of the monies secured hereby.

5. Remedies. Upon default of Mortgagor entitling Mortgagee to foreclose this Mortgage, Mortgagee shall have the right to:

- a. The use, possession and enjoyment of the Mortgaged Property.
- b. Obtain a supplemental abstract of title to the Mortgaged Property for the purpose of obtaining the necessary information to institute a foreclosure suit, the cost of which shall be added to the amounts due under the Agreements, shall bear interest at the highest rate permitted by law from date of expenditure until repaid and shall be due immediately.
- c. Pay any taxes or assessments on the Mortgaged Property then due and payable, the cost of which shall be added to the principal debt of Mortgagor, shall bear interest at the highest rate permitted by law until repaid and shall be due immediately.
- d. Collect the rents and profits from the Mortgaged Property without the appointment of a receiver, and apply them upon Mortgagor's indebtedness without liability for insufficiency of rent or failure to collect rent.
- e. The appointment of a receiver without regard to the solvency of Mortgagor, upon ex-parte application and without notice to Mortgagor.
- f. Have a reasonable attorneys' fee taxed as costs in the foreclosure suit.
- g. Any other rights available to Mortgagee under Arkansas law.

6. No Waiver. Failure to exercise any of the remedies herein granted to Mortgagee shall not constitute a waiver to exercise such remedy or option at a subsequent time.

7. Discharge. If all indebtedness secured by this Mortgage is promptly paid when due and all the provisions hereof are faithfully performed, the conveyance of the Mortgaged Property shall be null and void, otherwise it shall remain in full force and effect.

8. Governing Law. This Mortgage shall be governed by Arkansas law.

EXECUTED: \_\_\_\_\_, 20\_\_.

Mortgagor Sign \_\_\_\_\_

Mortgagor Sign \_\_\_\_\_

Mortgagor Print: \_\_\_\_\_

Mortgagor Print: \_\_\_\_\_

**[if Mortgagor is married, husband and wife must sign]**

STATE OF ARKANSAS        )  
  ) ss **ACKNOWLEDGMENT**  
COUNTY OF \_\_\_\_\_ )

On this day, personally appeared before me the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, \_\_\_\_\_, to me well known as Mortgagor in the foregoing instrument, and stated that he/she had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me \_\_\_\_\_, to me well known as Mortgagor in the foregoing instrument, and declared that he/she had, of his/her own free will, executed such instrument and signed and sealed the relinquishment of dower, courtesy and homestead for the consideration and purposes therein contained and set forth, without compulsion or undue influence of his/her spouse.

WITNESS my hand and official seal on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

( S E A L )

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_