

MORTGAGE

THIS INSTRUMENT ("Mortgage")

WITNESSES That _____ and _____, whose address is _____ (individually, collectively, jointly, and severally, "**Mortgagor**"), in consideration of One Dollar (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby MORTGAGES and WARRANTS to **MTAW Insurance Company**, a Delaware Corporation, whose address is 157 Main Street, Greenville, PA 16125 ("**Mortgagee**"), the real estate ("**Real Estate**") and property located in _____ County, State of Indiana, more particularly described as follows:

Legal Description: _____

TOGETHER WITH all rights, title and interests of Mortgagor in and to: (i) all rights, privileges, interests, tenements, hereditaments, easements, and appurtenances in any way now or hereafter pertaining to the Real Estate ("**Easements**"); (ii) all buildings and other improvements of every kind and description now or hereafter placed on the Real Estate, together with all fixtures, machinery, and other articles of personal property now or hereafter attached to or regularly used in connection with the Real Estate, and all replacements thereof ("**Improvements**"); (iii) all extensions, improvements, betterments, substitutes, replacements, renewals, additions, and appurtenances of or to the Easements or Improvements ("**Additions**"); (iv) all rents, issues, proceeds, income, and profits of the Real Estate, Easements, Improvements and Additions, including all payments made in connection with leases, subleases, and other agreements affecting the Real Estate, Easements, Improvements, or Additions ("**Rents**"); and (v) all awards, payments, or proceeds of conversion, whether voluntary or involuntary, of any of the foregoing, including, without limitation, all insurance, condemnation, and tort claims ("**Proceeds**") (the Real Estate, Easements, Improvements, Additions, Rents, and Proceeds are referred to together as the "**Property**").

This Mortgage is given to secure performance of each agreement of Mortgagor herein contained and securing payment to Mortgagee of (a) all monies due to Mortgagee 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**"), (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**”).

Mortgagor hereby further covenants with the Mortgagee as follows:

1. **Performance of Obligations.** Mortgagor covenants and agrees to promptly perform all the Obligations, as and when due, all without relief from valuation and appraisal laws and with attorneys’ fees.

2. **Care and Condition of Property.** Mortgagor shall (a) promptly repair, restore, or rebuild all or any part of the Property that is damaged or destroyed; (b) keep the Property in good condition and repair, without waste, and free from encroachments and from mechanic’s or material-man’s lien or claims for lien not expressly subordinated to this Mortgage; (c) pay when due any indebtedness that may be secured by a lien or charge on the Property, regardless of whether superior to the lien of this Mortgage; (d) comply with all requirements of law and covenants and restrictions of record applicable to the Property or its use; (e) permit no change in or alteration of the design, structural character, or general nature of the Real Estate and the Improvements without Mortgagee’s prior written consent; and (f) permit Mortgagee to enter upon and inspect the Property at all reasonable times.

3. **Warranties.** Mortgagor covenants and warrants that: (a) Mortgagor is lawfully seized of the Real Estate in fee simple, has valid and indefeasible title to the Property and has a good and legal right to convey and mortgage the Property; and (b) the Property is and will remain free from all liens and encumbrances except those of record as of the date hereof, and Mortgagor will warrant and defend title to the Property against all claims made thereon.

4. **Insurance.** Mortgagor will keep the Property insured against loss by fire, extended casualty, vandalism, malicious mischief, and such other hazards as reasonably may be required from time to time by Mortgagee for the benefit and protection of Mortgagee, including commercial and contractual liability insurance (together, the “**Required Insurance**”). The Required Insurance shall be written in forms, amounts, and by companies reasonably satisfactory to Mortgagee, and losses thereunder shall be payable to Mortgagee pursuant to standard noncontributing mortgage endorsements in favor of Mortgagee. Unless otherwise agreed by Mortgagee, all policies of Required Insurance, including additional and renewal policies, shall be deposited with and held by Mortgagee. Any monies received as payment for any loss under any of the Required Insurance paid over to Mortgagee may be applied, at the option of Mortgagee, either to the prepayment of any portion, as Mortgagee may select, of the amounts due under the Agreements, without premium, or the reimbursement of Mortgagor for expenses incurred by Mortgagor in the restoration or repair of the Property. Proceeds paid or payable to Mortgagor of the Required Insurance shall be applied to restoration of the Property in such fashion as Mortgagee reasonably may require.

5. **Taxes.** Mortgagor will pay and discharge when due, and before any penalty attaches, all taxes (including real and personal property taxes), general and special assessments, water and sewer

rents or assessments, and all other governmental and municipal charges and impositions of any kind imposed upon or assessed against Mortgagor or all or any part of the Property or arising in respect of the occupancy, use, or possession thereof.

6. Protection of Security by Mortgagee. Mortgagee may, at its option, but without any duty or obligation to do so and without in any way waiving or relieving any default by Mortgagor, make any payment and perform any act required of Mortgagor by this Mortgage, including, but not limited to, payment of insurance premiums, taxes, assessments, repair expenses and prior liens and encumbrances. All expenses so incurred, including reasonable attorneys' fees, and any other reasonable expenses incurred by Mortgagee to protect the Property, shall constitute an advance that forms a part of the Indebtedness and shall be immediately due and payable by Mortgagor.

7. Transfer of Property. Mortgagor shall not lease, transfer, sell, contract to sell, or in any way further encumber all or any part of the Property.

8. Condemnation. If all or any part of the Property, is taken or damaged pursuant to an exercise, or threat of exercise, of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Mortgagee. The proceeds of any award or compensation actually received by Mortgagee after deduction therefrom of all costs and expenses including reasonable attorneys' fees incurred by Mortgagee in connection with the taking, at Mortgagee's option, shall be applied, without premium, in part or entirely to payment of the amounts due under the Agreements or to restoration of the Property.

9. Default and Acceleration. Time is of the essence of this Mortgage. Upon the occurrence of any Event of Default (as defined below), and at any time thereafter, then, in any and every such case, the amounts due under the Agreements shall, at the option of Mortgagee, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice of dishonor or demand of any kind, all of which are hereby expressly waived by Mortgagor, and Mortgagee shall have the right immediately to foreclose the mortgage lien created by this Mortgage against the Property, to enforce every other security interest created by this Mortgage and to institute any action, suit, or other proceeding that Mortgagee may deem necessary or proper for the protection of its interests. The following shall each constitute an "**Event of Default**" for purposes of this Mortgage: (a) default (i) in the payment when due of any amounts due under the Agreements, or (ii) in the performance any of the Obligations or any covenant or term of this Mortgage; (b) sublease, assignment, sale, contracting for sale, transfer, or encumbrance of all or any part of the Property; (c) if Mortgagor becomes the subject of an order for relief under the United States Bankruptcy Code, takes any action to obtain relief under the United States Bankruptcy Code, files an answer admitting bankruptcy or insolvency or in any manner is adjudged bankrupt or insolvent; (d) any part of the Property or all or any substantial part of the Property or assets of Mortgagor (or any one of them, if more than one) is placed in the hands of any receiver or trustee, or Mortgagor (or any one of them, if more than one) consents, agrees, or acquiesces to the appointment of any such receiver or trustee; and (e) the

institution of proceedings to enforce or foreclose any mortgage or lien upon all or any part of the Property.

10. Foreclosure and Application of Proceeds. All expenses that may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure of this Mortgage for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and cost of procuring all title searches, policies, and examinations and similar data and assurances for title as Mortgagee reasonably may deem necessary to prosecute such suit shall constitute an advance, shall be immediately due and payable by Mortgagor, and shall be allowed and included as indebtedness in the judgment for sale. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order or priority: first, on account of all advances incident to the foreclosure proceedings and all costs thereof; second, all other items which under the terms of this Mortgage constitute Indebtedness; and third, any remainder to the person or persons entitled thereto as determined by the court in the foreclosure proceedings.

11. Foreclosure Proceedings and Receiver. Upon the commencement of any proceedings to foreclose this Mortgage, Mortgagee shall be entitled forthwith to the appointment of a receiver or receivers, as a matter of right, without the giving of notice to any other party, without regard to the adequacy or inadequacy of any security for the Indebtedness and without the requirement of any bond. Mortgagee shall be entitled to recover judgment either before or after or during the pendency of any proceedings for the enforcement of this Mortgage. The right of Mortgagee to recover such judgment shall not be affected by the exercise of any other right, power, or remedy for the enforcement of this Mortgage, or the foreclosure of the lien of this Mortgage.

12. Exclusive Remedy. Each right, power, and remedy conferred upon or reserved to Mortgagee in this Mortgage is cumulative and shall be in addition to every other right, power, and remedy given in this Mortgage or now or hereafter existing at law or in equity. No delay or omission of Mortgagee in the exercise of any right, power, or remedy shall be construed to be a waiver of any Event of Default or any acquiescence therein.

13. Miscellaneous. If any one or more of the provisions of this Mortgage for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained in this Mortgage. This Mortgage shall (a) run with the land, (b) apply and extend to, be binding upon and inure to the benefit of Mortgagor, Mortgagor's heirs, administrators, successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" shall include all such persons, and (c) shall apply and extend to, be binding upon and inure to the benefit of Mortgagee and Mortgagee's successors and assigns. The word "Mortgagee" shall include the successors and assigns of Mortgagee, and the holder or holders, from time to time, of the Indebtedness instruments. The captions in this Mortgage are for convenience only and do not define or limit the provisions of this Mortgage. All changes to this Mortgage must be in writing signed by Mortgagee and, if this Mortgage is to be recorded, shall not be effective until recorded.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This Mortgage was made on the date listed on the first page of this Mortgage.

WITNESS:

MORTGAGOR:

Signature of Mortgagor

Print Name of Mortgagor

Signature of Mortgagor

Print Name of Mortgagor

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

STATE OF INDIANA, _____ COUNTY

I HEREBY CERTIFY, that on _____, 20____, before me, a Notary Public of the State of Indiana, personally appeared _____ and _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Instrument, 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: _____

AFTER RECORDING, PLEASE RETURN TO:

**MTAW Insurance Company
157 Main Street
Greenville, PA 16125**

I CERTIFY UNDER PENALTIES OF PERJURY THAT I HAVE EXERCISED REASONABLE CARE TO REDACT ALL SOCIAL SECURITY NUMBERS FROM THIS INSTRUMENT UNLESS REQUIRED BY LAW.

Signature of instrument preparer

[name of instrument preparer]