

**MORTGAGE**

**THIS MORTGAGE** (“**this Mortgage**”), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_, whose address is \_\_\_\_\_ (individually, collectively, jointly, and severally, “**Mortgagor**”), and **MTAW Insurance Company**, a Delaware Corporation, whose address is P.O. Box 806, Greenville PA 16125 (“**Mortgagee**”).

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 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**”).

WITNESSETH, that as security for the payment and performance of the Obligations, Mortgagor hereby mortgages to Mortgagee the following described premises situated in \_\_\_\_\_ County, South Dakota, to wit (“**Property**”):

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mortgagor agrees to pay all taxes and assessments that may be levied upon the Property, before the same shall become delinquent (and to keep any buildings upon the Property safely insured for the benefit of Mortgagee against loss by fire and other casualties and deliver the insurance policies to Mortgagee).

Mortgagor assigns to Mortgagee all of the rents, issues, and profits of the Property. So long as there is no default by Mortgagor in the performance or observance of any Obligations secured by this Mortgage, Mortgagor shall have the right to collect the rents, issues, and profits, but no more than one month in advance. This paragraph constitutes an absolute and present assignment of the rents, issues, and profits of the Property, subject, however, to a conditional license given to Mortgagor to collect and use same to the extent provided above.

In case of Mortgagor's failure to pay such taxes or assessments before the same become delinquent or to pay insurance premiums for insurance on such buildings, Mortgagee or its assignee may do so and the amounts so paid, with interest at 10% per annum (but in no event higher than the highest rate allowed by law), from date of payment, shall be added to and deemed a part of the money secured by this Mortgage. Mortgagor hereby relinquishes rights of homestead in Property and warrants that Mortgagor is the owner in fee of the Property, and that the same are free from all encumbrances other than matters of record as of the date hereof.

In case of default in the payment or performance of any of the Obligations, the entire amount of the Obligations shall at the option of Mortgagee, immediately become due and payable, and this Mortgage may be foreclosed by action, or by advertisement as provided by statute or the rules of practice relating thereto, and this paragraph shall be deemed as authorizing and constituting a power of sale as mentioned in such statutes or rules, and any amendatory thereof.

If any provision or clause of this Mortgage or the Agreements conflict with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreements that can be given effect without the conflicting provision. To this end the provisions of this Mortgage are declared to be severable.

IN TESTIMONY WHEREOF, Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR:

\_\_\_\_\_  
\_\_\_\_\_

***[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 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: \_\_\_\_\_

**PREPARED BY:**

MTAW INSURANCE COMPANY  
157 Main St. / P.O. Box 806  
Greenville, PA 16125

**RETURN TO:**

MTAW INSURANCE COMPANY  
157 Main St. / P.O. Box 806  
Greenville, PA 16125