

## MORTGAGE AGREEMENT

Amount secured: \$ \_\_\_\_\_

THIS MORTGAGE, made the \_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_

**BETWEEN** \_\_\_\_\_ (individually, collectively, jointly, and severally, "**Mortgagor**"), whose address is \_\_\_\_\_ and **U.S. Specialty Insurance Company ("Mortgagee")**, whose address is 801 South Figueroa Street, Suite 700, Los Angeles CA 90017.

**WITNESSETH**, 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 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**"). In consideration thereof, Mortgagor hereby mortgages to Mortgagee the following described property (collectively, the "**Property**"): \_\_\_\_\_

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

TOGETHER with all right, title, and interest of Mortgagor in and to the land lying in the streets and roads in front of and adjoining such premises;

TOGETHER with all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with such premises, including but not limited to, furnaces, boilers, oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings standing on such premises, together with any and all replacements thereof and additions thereto;

TOGETHER with all awards heretofore and hereafter made to Mortgagor for taking by eminent domain the whole or any part of such premises or any easement therein, including any awards for changes of grade of streets, which awards are hereby assigned to Mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the Obligations, notwithstanding the fact that the amount owing thereon may not then be due and payable; and Mortgagor hereby agrees, upon request, to make, execute, and deliver any assignments and other instruments sufficient for the purpose of assigning such awards to Mortgagee, free, clear, and discharged of any encumbrances of any kind or nature whatsoever.

AND Mortgagor covenants with Mortgagee as follows:

1. That Mortgagor will pay the Obligations as hereinbefore provided.
2. That Mortgagor will keep the buildings on such premises insured against loss by fire for the benefit of Mortgagee; that Mortgagor will assign and deliver the policies to Mortgagee; and that Mortgagor will reimburse Mortgagee for any premiums paid for insurance made by Mortgagee on Mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on such premises shall be altered, removed or demolished without the consent of Mortgagee.
4. That the amounts due under the Obligations shall become due at the option of Mortgagee: after default in the payment of any amount due thereunder for 15 days; or after default in the payment of any tax, water rate, sewer rent or assessment for 30 days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing Mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on this Mortgage and whether any offsets or defenses exist against the Obligations, as hereinafter provided. An assessment that has been made payable in installments at the application of Mortgagor or lessee of the premises shall nevertheless, for the purpose of this paragraph, be deemed due and payable in its entirety on the day the first installment becomes due or payable or a lien.
5. That the holder of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That Mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, Mortgagee may pay the same.
7. That Mortgagor within 5 days upon request in person or within 10 days upon request by mail will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the Obligations.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That Mortgagor warrants the title to the premises.
10. That the fire insurance policies required by Section 2 above shall contain the usual extended coverage endorsement; that in addition thereto Mortgagor, within 30 days after notice and demand, will keep the premises insured against war risk and any other hazard that may reasonably be required by Mortgagee. All of the provisions of Sections 2 and 4 above relating to fire insurance and the provisions of Section 254 of the Real Property Law construing the same shall apply to the additional insurance required by this paragraph.
11. That in case of a foreclosure sale, such premises, or so much thereof as may be affected by this Mortgage, may be sold in one parcel.
12. That if any action or proceeding be commenced (except an action to foreclose this Mortgage or to collect the Obligations secured thereby), to which action or proceeding Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by Mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including reasonable counsel fees), shall be paid by Mortgagor, together with interest thereon at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by applicable law, and any such sum and the interest thereon shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the Property attaching or accruing after the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage, or to recover or collect the Obligations secured thereby, the provisions of law respecting the recovering of costs, disbursements, and allowances shall prevail unaffected by this covenant.

13. That Mortgagor hereby assigns to Mortgagee the rents, issues, and profits of the Property as further security for the payment of the Obligations, and Mortgagor grants to Mortgagee the right to enter upon and to take possession of the Property for the purpose of collecting the same and to let the Property or any part thereof, and to apply the rents, issues, and profits, after payment of all necessary charges and expenses, on account of the Obligations. This assignment and grant shall continue in effect until this Mortgage is paid. Mortgagee hereby waives the right to enter upon and to take possession of the Property for the purpose of collecting such rents, issues, and profits, and Mortgagor shall be entitled to collect and receive such rents, issues, and profits until default under any of the covenants, conditions, or agreements contained in this Mortgage, and agrees to use such rents, issues, and profits in payment of amounts becoming due on this Mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against the Property, but such right of Mortgagor may be revoked by Mortgagee upon any default, on 5 days' written notice. Mortgagor will not, without the written consent of Mortgagee, receive or collect rent from any tenant of the Property or any part thereof for a period of more than one month in advance, and in the event of any default under this Mortgage will pay monthly in advance to Mortgagee, or to any receiver appointed to collect such rents, issues, and profits, the fair and reasonable rental value for the use and occupation of the Property or of such part thereof as may be in the possession of Mortgagor, and upon default in any such payment will vacate and surrender the possession of the Property to Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings.

14. That the whole of the amounts due under the Obligations shall become due at the option of Mortgagee:

(a) after failure to exhibit to Mortgagee, within 10 days after demand, receipts showing payment of all taxes, water rates, sewer rents, and assessments; or

(b) after the actual or threatened alteration, demolition, or removal of any building on the Property without the written consent of Mortgagee; or

(c) after the assignment of the rents of the Property or any part thereof without the written consent of Mortgagee; or

(d) if the buildings on the Property are not maintained in reasonably good repair; or

(e) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Property within 3 months from the issuance thereof; or

(f) if on application of Mortgagee two or more fire insurance companies lawfully doing business in the State of New York refuse to issue policies insuring the buildings on the Property; or

(g) in the event of the removal, demolition, or destruction in whole or in part of any of the fixtures, chattels, or articles of personal property covered hereby, unless the same are promptly replaced by similar fixtures, chattels, and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances thereon and free from any reservation of title thereto; or

(h) after 30 days' notice to Mortgagor, in the event of the passage of any law deducting from the value of the land for the purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or

(i) if Mortgagor fails to keep, observe, and perform any of the other covenants, conditions, or agreements contained in this Mortgage.

15. That Mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and

will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

This Mortgage may not be changed or terminated orally. The covenants contained in this Mortgage shall run with the land and bind Mortgagor, the heirs, personal representatives, successors and assigns of Mortgagor and all subsequent owners, encumbrances, tenants, and subtenants of the Property, and shall enure to the benefit of Mortgagee, the personal representatives, successors and assigns of Mortgagee and all subsequent holders of this Mortgage. The word "Mortgagor" shall be construed as if it read "Mortgagors" and the word "Mortgagee" shall be construed as if it read "Mortgagees" whenever the sense of this Mortgage so requires.

IN WITNESS WHEREOF, this mortgage has been duly executed by Mortgagor.

IN WITNESS WHEREOF, each Mortgagor has hereunto set their hands the day and year first above written.

Mortgagor(s): \_\_\_\_\_ Signature  
Mortgagor(s): \_\_\_\_\_ Signature  
Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

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

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

STATE OF NEW YORK )  
 ) ss.  
County of )

This instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and .

WITNESS my hand and official seal.  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**MORTGAGE**

**Title No.**

**TO**

**SECTION:**

**BLOCK:**

**LOT:**

**COUNTY OR TOWN:**

**RETURN BY MAIL TO:**

U.S. Specialty Insurance Company  
801 South Figueroa Street, Suite 700  
Los Angeles CA 90017