

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

That this Mortgage Deed is solely to secure future advances which may be made by the mortgagee to the mortgagor up to and including the amount of _____ Dollars (\$ _____) and interest thereon at _____ percent (_____ %) per annum. That at the present time, the mortgagee has not loaned the mortgagor any money or other thing of value, and as such, the present outstanding debt from the mortgagor to the mortgagee is Zero Dollars. The mortgagee may loan to the mortgagor up to and including the amount of _____ Dollars (\$ _____) and interest thereon at _____ percent (_____ %) per annum, upon the occurrence of the stated contingency: Upon the forfeiture or estreature of the surety bond or bonds posted on behalf of _____, defendant in Case No. _____ in the Court of _____ County, Florida, by mortgagee, or upon payment of any expenses incurred by the mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause.

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to wit:

CONTINGENT PROMISSORY NOTE

No. _____ \$ _____ Florida,

_____ after date, for value received, _____

Promise to pay to the order of **SENECA INSURANCE COMPANY**
_____ Dollars, at

160 WATER ST., 16TH FLOOR, NEW YORK, NY 10038-4922, if and only if the following stated contingency occurs:

Upon the forfeiture or estreature of the surety bond or bonds posted on behalf of _____, defendant in Case No. _____

in the Court of _____ County, Florida, by mortgagee, or upon payment of any expenses incurred by the mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause, with interest thereon at the rate of _____ percent, per annum, from the occurrence of the above stated contingency, until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and assessable costs, for making such collection. Deferred interest payments to bear interest from maturity at _____ percent per annum, payable semi-annually.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including _____ Dollars and interest.

It is further agreed and specifically understood that this Note shall become null and void in the event said defendant _____ shall appear in the proper court at all the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder in writing, otherwise to remain in full force and effect.

X _____ (Seal)

X _____ (Seal)

Date: _____