

# MORTGAGE AGREEMENT

Bond # \_\_\_\_\_ Defendant Name \_\_\_\_\_

At the request of \_\_\_\_\_ (the Undersigned) and upon the security hereof,

**UNITED STATES FIRE INSURANCE COMPANY, P.O. BOX 2807, HOUSTON, TX 77252-2807** (Surety) has arranged, executed or continued an appearance

bond numbered, dated \_\_\_\_\_

for \_\_\_\_\_ (Principal). Said bond is

in the sum of \_\_\_\_\_ (\$) Dollars

and is posted in the \_\_\_\_\_ Court of \_\_\_\_\_.

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (jointly and severally, if more the one) absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representatives, heirs, successors, and assigns, as follows:

1. The undersigned shall have the Principal forthcoming before the Court named in said bond, or in the event of a bind over, the Court to which bound, at the time therein fixed, or as provided by law, and from day-to-day and term-to-term thereafter, as may be ordered by such Court.

2. The undersigned shall at all times indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may for any cause at any time directly or indirectly sustain or incur by reason or in consequence of the execution or continuation of said bond and every bond executed in sub-situation for said bond, with or without the consent of the undersigned. The indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgments, court costs, sheriff's fees, attorney fees and appellate attorney fees, suit orders and adjudications, recording and filing fees, reward offerings, investigative expenses reasonably incurred in the attempt to locate Principal, and incidental expenses incurred in Principal's apprehension and return to proper custody. The undersigned shall place with the Surety funds to meet every such loss, cost and expense before the Surety is required to pay the same.

3. The undersigned guarantee the payment of every premium on the bonds described above promptly when due without first requiring the Surety to proceed against the Principal.

4. To secure the payment and performance of every obligation described herein, the undersigned hereby grant, convey and mortgage to the Surety all of the following described real property:

5. The undersigned fully warrant fee simple title to said property, shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all persons. The undersigned shall insure said property in form and amount satisfactory to the Surety with a loss payable clause in favor of the Surety.

6. If any sum referred to herein remains unpaid ten (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this agreement, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.

7. The undersigned waive all notices and demands and shall pay all cost of collection incurred by the Surety in connection herewith, whether suit be brought or not, including attorney's fees, appellate attorney fees and collection agency fees. The Surety may discuss any default with the present or future employers of any of the undersigned.

8. The term "Surety" shall include this Surety and every Surety Company on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements or applicable law.

9. The acquiescence of the Surety in any default by the undersigned shall not constitute a waiver of such default. If any provision of this agreement is void or unenforceable under the law, this agreement shall not be void but shall be construed and enforced as though such provision was omitted. The singular form used herein shall include the plural form, where applicable, and vice versa.

10. The Surety is authorized to secure an investigative consumer report and information from any credit reporting agency or other source pertaining to the character and/or financial condition of the undersigned whether the undersigned be in default or not. Every person, firm and corporation furnishing the Surety with such information in good faith is hereby released from all damages and liability.

SIGNED, SEALED and DELIVERED at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

WITNESS: \_\_\_\_\_ UNDERSIGNED: \_\_\_\_\_

WITNESS: \_\_\_\_\_ UNDERSIGNED: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I certify that on the date above-written, before me, an officer duly authorized in the State and County aforesaid, personally appeared \_\_\_\_\_

\_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument and who thereupon

acknowledged to me that he/she/they executed the same.

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

Prepared by: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public & Official Seal

**This instrument depends upon the happening of a contingency before an obligation to pay is created.**