

MORTGAGE SECURING BAIL BOND AGREEMENT

THIS MORTGAGE, made this ____ day _____, 20____, by _____, of _____, Michigan (herein "Mortgagor"), mortgages and warrants to **United States Fire Insurance Company**, a Delaware corporation, of 157 Main Street, Greenville PA 16125, (herein "Mortgagee"), the following described lands, premises and all buildings and improvements erected upon said land, situated in the City of _____, County of _____, State of Michigan, titled in Mortgagor, commonly known as _____ ("property") and legally described as:

If checked, legal description attached as Rider A

Together with all tenements, hereditaments and appurtenances; to secure the repayment of all indebtedness, fees and expenses incurred under a Bail Bond Agreement, and related or similar Agreement(s) ("Bond"), executed by the parties, on or about _____, 20_____ in the amount of \$_____ in favor of _____ ("Defendant"). The Mortgagor covenants to pay in full, along with all fees and expenses, the amount of the Bond when due to the Court or to **United States Fire Insurance Company**.

This Mortgage may be enforced upon default in the covenants of this Mortgage or after any forfeiture of the Bond, or if there is a failure to pay fees or expenses due to **United States Fire Insurance Company**. This Mortgage is security for the repayment of said Bond, fees or expenses, should it be forfeited.

The Mortgagor may or has signed a Quit Claim deed to **United States Fire Insurance Company**, covering the property. If Mortgagor defaults under this Mortgage or the Bond, the Mortgagee shall have the right, but is not so obligated, to record the Quit Claim deed with the Register of Deeds, and all interest of Mortgagor in the property shall be released and vest absolutely in Mortgagee, and possession delivered promptly to Mortgagee.

Should said Defendant and/or Mortgagor, properly perform all obligations and duties to the Court and **United States Fire Insurance Company**, and the Bond be discharged by the Court, and Mortgagee has received full payment of all debts, charges, fees or expenses, Mortgagee shall sign and deliver a Discharge of Mortgage, in recordable form, and return the signed Quit Claim deed to Mortgagor.

The Mortgagor shall insure all buildings and improvements upon said property against loss or damage by fire and other casualty, and with public liability and property damage, with insurers, and in sufficient amount with the loss payable to, or as an additional insured of, Mortgagee, as their interests may appear. Mortgagor shall provide Mortgagee with proof of such insurance. Mortgagor shall pay the taxes, assessments and all charges against the property which shall be levied thereon, whether levied against the said Mortgagor or otherwise, before any penalty or interest attaches; provided Mortgagee may advance any sums necessary to protect and maintain the property securing this Mortgage which sums shall be added to the amounts due hereunder.

Upon default being made in any of the aforesaid covenants, Mortgagee is authorized and empowered to grant, bargain and sell, release and convey the said property and appurtenances, at public venue, and to execute and deliver to the purchasers at such sale, good and sufficient deeds of conveyance in law, pursuant to the statute in such case made and provided, rendering any surplus moneys, after payment of the moneys due hereon, the attorney fee provided by law, and the costs and charges of such venue and sale to the said Mortgagor.

The Mortgagor agrees and covenants not to convey or assign or transfer the land, premises and property subject to this Mortgage without obtaining the written consent of the Mortgagee. Should Mortgagor violate this covenant, Mortgagee may, at its option, without notice, declare the unpaid balance on this Mortgage forthwith due and payable.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

This Mortgage shall be governed by the laws of the State of Michigan, and the covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagor and Mortgagee.

This Mortgage has been duly executed by Mortgagor, who covenants that they are lawfully seized of the estate hereby conveyed.

STATE OF MICHIGAN }
 } ss.
COUNTY OF _____}

The foregoing Mortgage was acknowledged before me this day of _____ 20____, by

Notary Public, County, Michigan
My commission expires:
Acting in County, Michigan

PREPARED BY AND RETURN TO:
United States Fire Insurance Company
C/O Bail USA
157 Main Street
Greenville PA 16125

PROMISSORY NOTE

Dated: _____

I/We the undersigned do each jointly and severally promise to pay, upon demand, to the **United States Fire Insurance Company**, _____ Thousand and 00/100 Dollars (\$ _____), at 157 Main Street, Greenville PA 16125. This Note represents the bond or bonds of _____ (defendant) which were posted on or about the ____ day of _____, 20____, and this note shall become immediately due and payable at such time as the bond is forfeited. Should a Bond forfeiture or Mortgage default occur, the total due under this Note shall thereupon commence to bear interest at ten (10%) percent per annum from the date of forfeiture or default, along with all costs, expenses and attorney fees incurred by **United States Fire Insurance Company** in the recapture of the defendant, or in the enforcement of the Bond or Mortgage.
