

Tax Parcel No. _____

Prepared by & Return to:

MTAW Insurance Company
C/O Bail USA
157 Main St. / P.O. Box 806
Greenville, PA 16125

MORTGAGE

THIS MORTGAGE ("Mortgage") is made this ____ day of _____, 20____, by _____ and _____, whose address is (individually, collectively, jointly, and severally, "**Mortgagor**"), in favor of MTAW Insurance Company, whose address is 157 Main Street, Greenville PA 16125 ("**Mortgagee**").

WITNESSETH:

NOW THEREFORE, to secure 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 "**Debt**"), and for other good and valuable consideration, Mortgagor does hereby grant, convey and mortgage unto Mortgagee all and singular Mortgagor's right, title and interest in and to the following (collectively, "**Property**"):

ALL THAT CERTAIN lot, piece or parcel of land having an address of _____, _____ County, Delaware, being designated Lot _____, as shown on the Record Major Subdivision of _____ prepared by _____, dated _____, and recorded _____, _____ in the Office of the Recorder of Deeds in and for _____ County, Delaware, at Microfilm No. _____ ("**Land**");

TOGETHER WITH any and all buildings, structures, fixtures and improvements now or hereafter located or erected on the Land ("**Improvements**"; the Land and Improvements are sometimes herein collectively referred to as "**Real Estate**"), and all passages, ways, water courses, easements, rights, estates, interests, liberties, privileges, tenements, issues, profits, condemnation, damages, proceeds of insurance, hereditaments and appurtenances of every type and nature whatsoever to the Real Estate belonging or appertaining, and claims or demands of any nature whatsoever of Mortgagor either at law or in equity, in possession or expectancy, of, in and to the Real Estate.

TO HAVE AND TO HOLD the Property unto Mortgagee forever, provided that if Mortgagor shall pay Mortgagee the Debt, then this Mortgage and the estate and interests hereby granted, shall cease and be void; otherwise this Mortgage shall remain in full force and effect.

AND Mortgagor covenants and agrees with Mortgagee as follows:

1. Performance of Covenants. Mortgagor shall observe and perform faithfully when due each obligation, covenant, and agreement on Mortgagor's part to be observed or performed under this Mortgage.

2. Insurance. Mortgagor shall at all times keep the Property insured against loss by fire and other casualty pursuant to a customary homeowners insurance policy. If all or any part of the Property is destroyed or damaged by any cause, Mortgagor shall as soon as possible and to the extent insurance proceeds are available for such purpose, restore, repair, replace, and rebuild the Property as nearly as possible to its value, condition, and character immediately prior to such damage, loss or destruction.

3. Taxes. Mortgagor shall pay before the same become delinquent, all taxes, assessments, and charges of every nature and by whomever assessed that may now or hereafter be levied or assessed against, or that by reason of nonpayment may become a lien upon, the Property, except to the extent being contested in good faith by appropriate proceedings.

4. Payment of Liens. Mortgagor shall pay at or prior to maturity thereof, and in accordance with the terms thereof, any and all claims, liens, encumbrances, and sums that are or shall hereafter become an encumbrance, whether senior or subordinate hereto, upon all or any part of the Property or any interest therein, except to the extent being contested in good faith by appropriate proceedings.

5. Condition of Property. Mortgagor shall keep the Property, and each part thereof, in good order and repair and in good, safe operating condition, normal wear and tear excepted.

6. Compliance with Laws. Mortgagor shall comply with all laws, orders, ordinances, codes, regulations, restrictions, and requirements of all governmental authorities affecting the Property and the use and operation thereof.

7. No Transfers. Mortgagor shall not convey or transfer all or any part of the Property or any interest therein.

8. Notices. All notices and other communications by either party hereunder shall be in writing, and shall be personally delivered or sent by United States certified mail, return receipt requested, postage prepaid, to the other respective party at its address indicated above, or at such other address as such other party shall designate by notice. A notice or other communication to a party shall be effective the date of delivery to such address of the party. Any official U.S. Postal Service delivery receipt shall constitute conclusive proof of such delivery.

9. Default. Each of the following shall constitute a default by Mortgagor hereunder:

- a. Mortgagor's failure to pay any amount when due under this Mortgage and the continuation of such failure for more than 15 days after notice from Mortgagee;
- b. Mortgagor's failure to observe or perform any other covenant, agreement or undertaking of the Mortgagor contained in this Mortgage (i.e., other than under clause (a) above), and the continuation of such failure for 30 days after notice from Mortgagee, or for such longer period of time as may be reasonably necessary to cure such failure; or
- c. Mortgagor shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of any receiver or trustee, for Mortgagor or for the Property or any part thereof, or shall make an assignment to an agent authorized to liquidate any substantial part of its assets, or proceedings shall be instituted by or against Mortgagor seeking to establish bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, sequestration, liquidation or attachment of the Property and, if instituted against Mortgagor, the same is not discharged within 60 days.

10. Remedies Upon Default. Upon the occurrence of any one or more defaults, Mortgagee may forthwith, and without further delay, exercise any and all rights and remedies available to it at law or in equity as the same may from time to time be in effect, and, among other things, may institute an action of mortgage foreclosure, sue out and issue a writ of *scire facias* on this Mortgage, or take such other action as the law may allow for the enforcement thereof and realization on the mortgage security and proceed thereon to final judgment and execution thereon for

the entire unpaid balance of said principal indebtedness, with interest, at the highest rate allowed by applicable law, together with all other sums secured by this Mortgage, all costs of suit, interest at the above rate on any judgment obtained by Mortgagee from and after the date of any sheriff's sale of the Property until confirmation or, if objection to confirmation is made, until actual payment is made by the sheriff of the full amount due Mortgagee, and reasonable attorneys' fees.

11. Remedies Cumulative. Each right and remedy of Mortgagee provided for in this Mortgage shall be cumulative and shall be in addition to every other right or remedy provided for in this Mortgage or now or hereafter existing at law, or in equity or by statute or otherwise.

12. Waivers. Mortgagor hereby waives and relinquishes the benefits of any present or future laws: (a) exempting all or any part of the Property, or any other property whatsoever, or the proceeds arising from any sale thereof, from attachment, levy, sale, or execution, (b) staying of execution or other process, (c) relating to the marshaling of assets, or (d) requiring valuation or appraisal of the Property or of any other property levied or sold in execution on any judgment for the Debt.

13. Invalidity. If any term, provision, or condition of this Mortgage, or the application thereof to any person or circumstance, shall be invalid, illegal, or unenforceable in any respect, the remainder of this Mortgage shall be construed without such provision and the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal, or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and enforced to the fullest extent permitted by law.

14. Amendments. This Mortgage can be changed only by a written instrument executed by Mortgagor and Mortgagee.

15. Governing Law. This Mortgage and all issues arising hereunder shall be governed by the laws of the State of Delaware. This Mortgage is intended to be executed, delivered, and accepted as a sealed instrument.

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound hereby, has duly executed this Mortgage under seal as of the date first above written.

Signature of Mortgagor
Printed Name: _____

Signature of Mortgagor
Printed Name: _____

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

STATE OF DELAWARE :
 :SS.
COUNTY OF _____ :

The foregoing Mortgage was acknowledged before me on the ____ day of _____, 20____, by _____ and _____.

[SEAL]

Notary Public
Print Name:
My Commission Expires: