

MORTGAGE, SECURITY AGREEMENT AND

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UNITED STATES OF AMERICA

ASSIGNMENT OF LEASES AND RENTS  
BY

STATE OF LOUISIANA

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TO

PARISH OF \_\_\_\_\_

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\* \* \* \* \*

**1. Introduction and Parties**

1.1 **Be it known**, that on the date set forth below, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of \_\_\_\_\_, Parish/County of \_\_\_\_\_, and in the presence of the undersigned competent witnesses, personally came and appeared: \_\_\_\_\_, whose marital status is \_\_\_\_\_, and \_\_\_\_\_, whose marital status is \_\_\_\_\_ (individually, collectively, jointly, and severally, "**Mortgagor**"), with a mailing address of \_\_\_\_\_.

1.2 Mortgagor, after being duly sworn, declared that it does hereby enter into this Mortgage, Security Agreement and Assignment of Leases and Rents (as it may be modified, amended, supplemented, extended or restated from time-to-time, this "Mortgage") in favor of **MTAW Insurance Company**, a Delaware Corporation, with a mailing address of 157 Main Street, Greenville, PA 16125 (together with its successors and assigns, the "**Mortgagee**").

1.3 Although this Mortgage has been signed on the date set forth below, it is intended by Mortgagor that it be effective as of \_\_\_\_\_, 20\_\_\_\_ ("**Effective Date**").

2.0 **Obligations.** 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 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 "Obligations"). Mortgagor agrees that it shall be conclusively presumed that any obligation that Mortgagor may now or hereafter owe to or incur in favor of Mortgagee shall be part of the Obligations secured by this Mortgage without any further provision to that effect.

**3. Grant of Mortgage, Security Agreement and Assignment of Leases and Rents**

3.1 To secure the Obligations, Mortgagor does by these presents specially mortgage, pledge, affect, and hypothecate in favor of Mortgagee, and grant to Mortgagee a continuing security interest in, all of the following (collectively, the “**Mortgaged Property**”):

(a) *Immovable Property*. All of the property described below, together with any and all buildings, improvements, structures, other constructions or fixtures located therein or thereon and any and all rights, ways, privileges, servitudes, appurtenances, advantages, riparian rights, alluvion and accretions, appertaining or in anywise belonging thereto including, without limitation, any portion of such land lying within the right-of-way of any publicly dedicated street, roadway, or alleyway (collectively, the “**Immovable Property**”):

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

Street Address: \_\_\_\_\_

(b) *Personal Property*. All furnishings, furniture, fixtures, machinery, apparatus, equipment, fittings, appliances, building supplies and materials, chattels, goods, warranties, general intangibles, and all other articles of personal (movable) property of every kind and nature whatsoever, whether tangible (corporeal) or intangible (incorporeal), now, heretofore or hereafter arising out of or related to the ownership, maintenance, operation or enjoyment of the Immovable Property, or acquired with the proceeds of any of the Obligations, or located in or about the Immovable Property.

(c) *Contract Rights*. All right, title and interest of Mortgagor in, to and under all sales contracts, service contracts, utility contracts, and any other documents or agreements relating to the Immovable Property.

(d) *Insurance Policies*. All right, title and interest of Mortgagor in any insurance policies or binders of insurance now or hereafter relating to the Mortgaged Property, including any unearned premiums thereon.

(e) *Proceeds and Awards*. All right, title and interest of Mortgagor in and to all awards, payments and proceeds, and the right to receive them, either before or after any foreclosure hereunder, as a result of any temporary or permanent damage to, taking of or decrease in the value of the Mortgaged Property by reason of casualty, condemnation or otherwise.

(f) *Cash and Deposits*. All right, title and interest of Mortgagor in and to all utility, escrow and other deposits now or hereafter relating to the Immovable Property or the operation thereof.

(g) *Claims*. All claims and causes of action arising from or otherwise related to any of the foregoing, and all rights and judgments related to any legal actions in connection with such claims or causes of actions and all cash (or evidence of cash or of rights to cash) or other property or rights thereto relating to such claims or causes of action.

The Mortgaged Property is to remain so specifically mortgaged, affected, hypothecated and encumbered in favor of Mortgagee until the full and final payment or satisfaction of the Obligations. Mortgagor is bound and obligated not to sell or alienate the Mortgaged Property to the prejudice of this act.

3.2 As additional security for the Obligations, Mortgagor does hereby assign and pledge to Mortgagee, and grant to Mortgagee a continuing security interest in, all of Mortgagor’s right, title, and interest in and to (i) all leases affecting the Property or any part thereof, whether now existing or hereafter arising, together with any and all renewals, extensions or modifications thereof (collectively, the “Leases”), and (ii) all rentals, incomes, profits, security deposits and other sums due or becoming due under the any Leases (the “Rentals”). The rights assigned by this Mortgage include, without limitation, all of Mortgagor’s right, power, privilege and option to modify, amend or terminate the Leases, or waive or release the performance or satisfaction of any duty or obligation of any other tenant or lessee (each tenant or lessee, a “Tenant”) under the Leases.

3.3 This Mortgage is intended to constitute an assignment of leases and rents in accordance with, and to the fullest extent permitted by La. R.S. § 9:4401, and a collateral assignment of insurance proceeds and other rights under La. R.S. §§ 9:5386 *et seq.*

3.4 This Mortgage has been executed by Mortgagor pursuant to article 3298 of the Louisiana Civil Code for the purpose of securing the Obligations that may now be existing or that may arise in the future as provided in this Mortgage, with the preferences and priorities provided under applicable Louisiana law. The maximum amount of the Obligations in the aggregate that this Mortgage may secure, at any time, and from time-to-time, including without limitation as a mortgage, as a collateral assignment and as a security agreement, is an amount equal to the amount of the bail bond set forth in Article 2 above. When no Obligations secured by this Mortgage exist, this Mortgage may be terminated by Mortgagor on 30 days' prior written notice sent by Mortgagor to Mortgagee in accordance with the provisions of this Mortgage.

3.5 Mortgagor represents and warrants that it has good, valid and merchantable title to all of the Mortgaged Property, free of all liens and encumbrances except those appearing of record as of the date hereof.

#### **4. Mortgagor's Covenants**

4.1 Mortgagor will pay or perform the Obligations promptly when due in accordance with the Agreements. Mortgagor will do and perform every act required of it by the Agreements at the time or times and in the manner specified.

4.2 Mortgagor will not sell, assign, lease, exchange, transfer, convey or otherwise dispose of all or any portion of the Mortgaged Property or any interest therein.

4.3 Mortgagor will not create, incur, assume, or permit to exist any judgment, lien, or other encumbrance against all or any portion of the Mortgaged Property, except for (a) liens in favor of Mortgagee; (b) liens for taxes, assessments, or other governmental charges not yet due; and (c) any other liens specifically permitted by Mortgagee in writing.

4.4 Mortgagor will maintain, preserve, and keep the Mortgaged Property at all times in good repair, working order and condition and will, from time to time, make all necessary repairs and improvements to the Mortgaged Property.

4.5 Mortgagor will observe and comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, certificates, permits, licenses, authorizations, directions, and requirements of all federal, state, parish, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers domestic or foreign, applicable to Mortgagor or to the Mortgaged Property.

4.6 Mortgagor will pay and discharge promptly when due all taxes, assessments and governmental charges or levies imposed on it or on its income or on the Mortgaged Property, as well as all claims of any kind (including claims for labor, materials, supplies and rent) which, if unpaid, might become a lien upon any or all of the Mortgaged Property. Mortgagor shall notify Mortgagee immediately if the Mortgaged Property, or any part thereof, becomes subject to seizure by any person other than Mortgagee. Mortgagor shall deliver to Mortgagee proof of payment of all real estate taxes and assessments before they become delinquent within 10 days after the payment thereof.

4.7 If any governmental authority shall impose any taxation of mortgages or the obligations they secure, Mortgagor agrees to pay such governmental taxes, assessments or charges either to the governmental authority or to Mortgagee, as provided by law.

4.8 Mortgagor will permit any officer, employee or agent of Mortgagee to visit and inspect the Mortgaged Property, examine the books of record and accounts of Mortgagor, take copies and extracts therefrom and discuss the affairs, finances and accounts of Mortgagor with Mortgagor's accountants and auditors, all at such reasonable times and on reasonable notice and as often as Mortgagee may reasonably desire.

4.9 Mortgagor will keep the lien of this Mortgage valid and unimpaired. Mortgagor will promptly (and in no event later than 30 days after written notice from Mortgagee) cure any defects in the creation, execution and delivery of this Mortgage. Mortgagor, at its expense, will promptly execute and deliver to Mortgagee on request, any and all other documents, agreements and instruments in compliance with or accomplishment of the covenants and agreements of Mortgagor in this Mortgage, to further evidence and more fully describe the Mortgaged Property or to more fully state the Obligations secured hereby, to perfect, protect or preserve any liens created pursuant to this Mortgage, or to make any recordings, to file any notices or to obtain any consents as may be necessary or appropriate in connection with the transactions contemplated by this Mortgage.

#### **5. Insurance, Casualty, and Condemnation**

5.1 Mortgagor shall keep the Mortgaged Property and each and every part of it constantly insured as may be required from time to time by Mortgagee.

5.2 All of the insurance required herein is to be issued by companies reasonably satisfactory to Mortgagee and fully licensed in the State of Louisiana. Each policy shall contain a mortgagee clause providing that the carrier shall notify Mortgagee in writing at least 30 days in advance of any policy reduction, non-renewal or cancellation. Mortgagor shall keep all policies evidencing the insurance constantly assigned or payable to Mortgagee and have attached to each of the policies a non-contributory loss payable clause in favor of and in form acceptable to Mortgagee. On or before the Effective Date, Mortgagor shall deliver the original policies to Mortgagee; and Mortgagor shall deliver all renewal policies with satisfactory evidence of payment not less than 30 days in advance of the expiration date of the existing policy or policies.

5.3 If, for any reason whatsoever, Mortgagor fails to keep the Mortgaged Property or any part thereof insured as required by this Article 5, or to keep the policies required by this Article 5 assigned or payable as required hereby, or fails to deliver to Mortgagee the original policies of insurance and the renewals thereof, then Mortgagee, at its option, may have such insurance effected in such amounts and with such companies as it may deem appropriate and may pay the premiums therefor. All amounts advanced by Mortgagee for that purpose will constitute a part of the Obligations. All proceeds under any policies of insurance with respect to the Mortgaged Property shall be paid to Mortgagee. If, by reason of such insurance, Mortgagee receives any sums for any damage to or loss of the Mortgaged Property, or any part thereof, then, at the option of Mortgagee, and in such manner as Mortgagee may determine, such amounts may be (a) retained and applied by Mortgagee toward the payment of the Obligations or (b) paid over, either wholly or in part, and under such conditions as Mortgagee may determine, to Mortgagor to enable Mortgagor to repair or restore the Mortgaged Property or for any other purpose or object satisfactory to Mortgagee.

5.4 Mortgagor shall give immediate written notice of any casualty affecting the Mortgaged Property to the applicable insurance carrier and to Mortgagee. Mortgagor empowers Mortgagee, as attorney-in-fact for Mortgagor, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from insurance policies, to collect and receive insurance proceeds and to deduct from proceeds Mortgagee's expenses of collection. However, nothing contained in this section 5.4 shall require Mortgagee to incur any expense or take any action. Mortgagor further authorizes Mortgagee (a) to apply the balance of insurance proceeds to the payment of the Obligations secured by this Mortgage, or (b) to hold the balance of insurance proceeds to reimburse Mortgagor for the cost of reconstruction or repair of the Mortgaged Property. Regardless of whether insurance proceeds are disbursed to Mortgagor for the cost of restoration and repair of the Mortgaged Property, Mortgagor shall promptly restore the Mortgaged Property to substantially the same condition as existed before the casualty. If Mortgagee acquires title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagor to any insurance policies, unearned premiums and insurance proceeds resulting from any prior damage to the Mortgaged Property.

5.5 Mortgagor shall promptly notify Mortgagee of the commencement of any condemnation proceedings affecting the Mortgaged Property or any part thereof. Mortgagor authorizes Mortgagee to appear in such proceedings and to participate with Mortgagor in the determination of any condemnation awards. Mortgagor

hereby assigns to Mortgagee any and all awards that may be given or made in any proceedings by any legally constituted authority to condemn or expropriate the Mortgaged Property, or any part thereof, under power of eminent domain. If there is such a condemnation or expropriation, Mortgagee may, at its election, either pay the net proceeds thereof toward the payment of the Obligations or disburse the net proceeds thereof to Mortgagor. At its option, Mortgagee may condition disbursement of any condemnation or expropriation proceeds to Mortgagor on conditions comparable to those delineated in section 5.4 with respect to casualty.

**6. Advances by Mortgagee.** Mortgagor authorizes Mortgagee to advance any sums Mortgagee deems necessary or appropriate for the purpose of paying (a) insurance premiums, (b) taxes, forced contributions, service charges, local assessments and governmental charges, (c) any liens or encumbrances affecting the Mortgaged Property (whether superior or subordinate to the lien of this Mortgage) not permitted by this Mortgage, (d) necessary repairs and maintenance expenses or (e) any other amounts that Mortgagee deems necessary or appropriate to preserve the validity and ranking of this Mortgage, to cure any Event of Default, to prevent the occurrence of any Event of Default or as otherwise authorized by any of the Agreements (collectively, the "Advances"); provided, however, that nothing herein contained shall be construed as making such Advances obligatory on Mortgagee, or as making Mortgagee liable for any loss, damage, or injury resulting from the nonpayment thereof. Mortgagor covenants and agrees that it will repay, immediately on demand, all Advances to Mortgagee, together with interest thereon at the rate of 10% per annum, all of which shall be part of the Obligations secured hereby.

#### **7. Events of Default and Remedies**

7.1 Each of the following shall constitute an "Event of Default" under this Mortgage: (a) Mortgagor breaches, defaults, or otherwise fails to comply with any obligation under this Mortgage or any of the Agreements, (b) Mortgagor commences a voluntary case or proceeding, consents to the entry of an order for relief against Mortgagor in an involuntary case or consents to the appointment of a trustee, receiver, assignee, liquidator or similar official under the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a "Bankruptcy Law"), or Mortgagor makes an assignment for the benefit of creditors or admits in writing his, her or its inability to pay his, her or its debts as they become due, and (c) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Mortgagor in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Mortgagor or substantially all of Mortgagor's properties, or (iii) orders the liquidation of Mortgagor, and, in each case, the order or decree is not dismissed within 60 days.

7.2 On the occurrence of an Event of Default, Mortgagee may by written notice to Mortgagor declare the Obligations then outstanding to be immediately due and payable without presentment, demand, protest, notice of protest or dishonor or other notice of default of any kind, all of which are hereby expressly waived by Mortgagor.

7.3 On the occurrence of an Event of Default, Mortgagee will have the right, at its sole option, to commence appropriate foreclosure proceedings against the Mortgaged Property. If Mortgagee elects to commence Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the Mortgaged Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal and without the necessity of making additional demand on or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

7.4 On the occurrence of an Event of Default, Mortgagee may exercise any of the remedies with regard to the Mortgaged Property as may be authorized under the Louisiana Uniform Commercial Code, La. R.S. §§ 10:9-101 *et seq.* Mortgagee may proceed under this Mortgage solely as to the immovable property interests, or solely as to the movable property interests, or as to both the immovable and movable property interests in accordance with its rights and remedies in respect of the immovable property interests.

7.5 On any sale made by virtue of this Article 7, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting on the Obligations the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage.

7.6 On the occurrence of an Event of Default, Mortgagee may additionally take any one or more of the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) Mortgagee may notify any and all Tenants to pay all Rentals due thereafter directly to Mortgagee at the address set forth in Mortgagee's notice to the Tenants, and Mortgagor irrevocably agrees that all Tenants shall be authorized to pay the Rentals directly to Mortgagee without liability of the Tenants for the determination of the actual existence of any default by Mortgagor claimed by Mortgagee, and the Tenants shall be expressly relieved of any and all duty, liability and obligation to Mortgagor in connection with any and all Rentals so paid; (ii) Mortgagee may enter on and take possession of the Mortgaged Property, to manage and operate the Mortgaged Property and Mortgagor's business on the Mortgaged Property, and take possession of and use all books of account and financial records of Mortgagor and their property managers or representatives, if any, relating to the Mortgaged Property; and (iii) Mortgagee may alter, modify, amend, terminate or permit the surrender of any or all Leases, and Mortgagee may execute new Leases of any part of the Mortgaged Property. The enforcement of any and all such rights available to Mortgagee hereunder shall continue for so long as Mortgagee shall elect, notwithstanding that the collection and application of the Rentals may have cured the original default. After the exercise of any of the foregoing rights, Mortgagee may, at its sole option, through written notice to Mortgagor, permit Mortgagor to reenter and take possession of the Mortgaged Property or any part thereof, and to perform all acts necessary or appropriate for the operation and maintenance of the Mortgaged Property, including the right to collect the Rentals, but Mortgagee shall nevertheless have the right, effective on written notice, to demand, sue for possession of, and collect the Rentals under the Leases and otherwise exercise its rights under this Mortgage again.

7.7 If the Mortgaged Property, or any part thereof, is seized as an incident to an action for the recognition or enforcement of this Mortgage by executory process, ordinary process, sequestration, writ of *feri facias* or otherwise, Mortgagor and Mortgagee agree that the court issuing any such order shall, if petitioned for by Mortgagee, direct the applicable sheriff or marshal to appoint, as a keeper of the Mortgaged Property, Mortgagee or any agent designated by Mortgagee or any other person named by Mortgagee at the time such seizure is effected. This designation is pursuant to La. R.S. §§ 9:5136 through 5140.2, inclusive, as the same may be amended from time to time, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such keeper. Nothing in this Mortgage is to be construed to deprive Mortgagee of any other right, remedy, or privilege it may have under law to have a keeper or receiver appointed. The keeper shall be entitled to receive its compensation of its reasonable costs and expenses incurred in the administration or preservation of the Mortgaged Property.

7.8 Mortgagee may, in addition to or in lieu of the foregoing remedies, in Mortgagee's sole discretion, seek the enforcement of the payment of the Obligations or to seek specific performance of any covenant contained in this Mortgage or in another of the Agreements or in aid of the execution or enforcement of any power granted in this Mortgage.

7.9 Except as may be prohibited by applicable law, all of Mortgagee's rights and remedies in this Mortgage or in the Agreements shall be cumulative and may be exercised singularly or concurrently. Election by Mortgagee to pursue any remedies shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action or to perform an obligation of Mortgagor under this Mortgage, after Mortgagor's failure to perform, shall not affect Mortgagee's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Mortgagee after an Event of Default, or in any way to limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor, or to proceed against any other collateral directly or indirectly securing the Obligations.

7.10 The proceeds or avails of any sale made by virtue of this Article 7, together with any other sums that then may be held by Mortgagee under this Mortgage, whether under the provisions of this Article 7 or otherwise, shall be applied in such manner as Mortgagee, in its sole discretion, shall determine.

7.11 If Mortgagee fails to pay any unpaid taxes, insurance premiums or other charges, or to procure insurance, such failure shall not be deemed a waiver of Mortgagee's right to pay taxes, insurance premiums or other charges or to procure insurance. The granting of any indulgences or extensions, by reason of Mortgagor's failure to comply with the obligations herein undertaken, shall in no manner operate as an estoppel against Mortgagee.

## **8. Waivers, Confession of Judgment and Authentic Evidence**

8.1 Mortgagor hereby waives in favor of Mortgagee, any and all homestead exemptions and other exemptions of seizure or otherwise to which Mortgagor is or may be entitled under the constitution and statutes of the State of Louisiana insofar as the Mortgaged Property is concerned and expressly agrees to the immediate seizure of the Mortgaged Property subject to this Mortgage in the event of suit hereon.

8.2 To the fullest extent permitted under applicable law, Mortgagor further expressly waives: (a) the benefit of appraisal, as provided in Articles 2332, 2336, 2723, and 2724, Louisiana Code of Civil Procedure, and all other laws conferring the same; (b) the notice of seizure required by Articles 2293 and 2721, Louisiana Code of Civil Procedure; (c) the 3 days' delay provided by Articles 2331 and 2722, Louisiana Code of Civil Procedure; and (d) the benefit of any other provision or provisions of Articles 2331, 2721, 2722, and 2723, Louisiana Code of Civil Procedure, and any other Articles not specifically mentioned above.

8.3 Mortgagor specifically waives any right to a judicial hearing prior to institution and prosecution of the foregoing actions on any Event of Default with the full and complete understanding that this may be a waiver of possible legal or constitutional rights under the Constitution of the State of Louisiana or the United States of America.

8.4 For purposes of foreclosure under Louisiana executory process procedures, Mortgagor hereby acknowledges and confesses judgment in favor of Mortgagee for the full amount of the Obligations.

8.5 Any and all declarations of facts made by authentic act before a notary public and in the presence of two witnesses, by a person declaring that such facts lie within his knowledge, shall constitute authentic evidence of such facts for the purpose of executory process.

9. **Notices.** Any notice or demand which is required or permitted to be given or served by Mortgagee to or on Mortgagor under this Mortgage shall be deemed to have been sufficiently given and served for all purposes (if mailed) three calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one business day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed (until another address or addresses is given in writing by Mortgagor to Mortgagee) to Mortgagor at the address set forth in Article 1 hereof. Any notice or demand which under this Mortgage is required or permitted to be given or served by Mortgagor to or on Mortgagee shall be deemed to have been sufficiently given and served for all purposes (if mailed) three calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one business day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed (until another address or addresses are given in writing by Mortgagee to Mortgagor) to Mortgagor at the address set forth in Article 1 hereof.

## **10. Miscellaneous**

10.1 Mortgagor will pay all reasonable legal fees and the fees of Mortgagee's counsel, title insurance premiums, brokerage fees, appraisal fees, surveying fees and inspection fees, travel and other expenses incurred by Mortgagee in connection with the preparation of this Mortgage (including any amendments). Mortgagor will, on request, promptly reimburse Mortgagee for all payments expended, advanced or incurred by Mortgagee to satisfy

any obligation of Mortgagor under this Mortgage, or to protect the property or business of Mortgagor, or to collect the Obligations, or to enforce or protect the rights of Mortgagee under this Mortgage or any of the Agreements, which amounts will include without limitation all court costs, attorneys' fees, fees of auditors and accountants, keeper's fees and investigation expenses reasonably incurred by Mortgagee in connection with any such matters, together with interest at 10% per annum on each such amount from the date that the same is expended, advanced or incurred by Mortgagee until the date of reimbursement to Mortgagee. All amounts due from Mortgagor under this section shall be included in the Obligations secured by this Mortgage.

10.2 Neither this Mortgage nor any provisions hereof may be changed, waived, discharged or terminated orally or in any manner other than by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. Mortgagee may, at any time and without notice to Mortgagor, release any part of the Mortgaged Property from the effect of this Mortgage, or grant an extension or deferment of time for the discharge of any Obligation, without affecting the liability of Mortgagor hereunder. If any one or more of the provisions contained in this Mortgage shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage. This Mortgage is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana. The parties to this Mortgage waive the production of mortgage, and conveyance, tax, and all other certificates in connection herewith and relieve and release the undersigned Notary Public from all responsibility and liability in connection therewith. For purposes of La. R.S. § 9:5555 and other applicable law, Mortgagor declares that neither the Agreements nor any other evidence of the Obligations secured by this Mortgage has been "paraphed" for identification with this Mortgage. The acceptance of this Mortgage by Mortgagee and the consent by Mortgagee to the terms and conditions of this Mortgage are presumed and, under the provisions of Louisiana Civil Code article 3289, Mortgagee has not been required to sign this Mortgage.

11. **Closing Thus done and passed**, in duplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_, in the presence of the undersigned competent witnesses, who sign their names with the appearers and me, Notary Public, after due reading of the whole.

**WITNESSES:**

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**MORTGAGOR:**

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

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

\_\_\_\_\_  
Notary Public

Print Name:

Notary I.D./Bar No. (As Applicable): \_\_\_\_\_

\_\_\_\_\_ Parish/County, My commission expires: \_\_\_\_\_