

## MORTGAGE

**THIS MORTGAGE** (“Mortgage”) is given on \_\_\_\_\_, 20\_\_\_\_. The mortgagor is \_\_\_\_\_ and \_\_\_\_\_ (individually, collectively, jointly, and severally, “Mortgagor”). This Mortgage is given to **MTAW INSURANCE COMPANY**, whose address is **157 Main Street, Greenville, PA 16125** (“Mortgagee”).

This Mortgage secures to Mortgagee the 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**”). For this purpose, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the following described property located in \_\_\_\_\_ County, Kansas, to wit: that has an address of \_\_\_\_\_, Kansas (“**Property Address**”).

TOGETHER WITH all the improvements not or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the “**Property**.”

MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for the encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor and Mortgagee covenant and agree as follows:

1. **Payment.** Mortgagor shall promptly pay when due all amounts payable under the Agreements.
2. **Taxes.** Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this Mortgage. Mortgagor shall pay these obligations on time directly to the person owed payment. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payment.
3. **Charges; Liens.** Mortgagor shall promptly discharge any lien that has priority over this Mortgage unless Mortgagor:
  - (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee;
  - (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings that in Mortgagee’s opinion operate to prevent the enforcement of the lien; or
  - (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Property is subject to a lien that may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
4. **Hazard or Property Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards included within the term “extended coverage.” This insurance shall

be maintained in an amount not less than the amount secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's reasonable approval. If Mortgagor fails to maintain coverage described above, Mortgagee may, at its option, obtain coverage to protect Mortgagee's rights in the Property in accordance with this Mortgage. All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgagee clause. Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payment of the full premium for such coverage whenever such premiums become due and payable, but not less often than annually. Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is economically feasible and security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, regardless of whether then due, with any excess paid to Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreements or change the amount of the payments.

5. Preservation, Maintenance, and Protection of Property. Mortgagor shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

6. Protection of Mortgagee's Rights in the Property. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Mortgagee may take action under this Paragraph, Mortgagee does not have to do so.

7. Assignment of Rents and Leases. Mortgagor further grants and assigns to Mortgagee all leases and rents, profits, royalties, issues, revenues, income, proceeds, earnings, and products generated by or arising out of the Property, including, without limitation, all cash or security deposits to secure performance by tenants (collectively, "**Rents**"). Until the occurrence of a default by Mortgagor under this Mortgage, Mortgagor shall have the right to receive the Rents.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, regardless of whether then due, with any excess paid to Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds shall not extend or postpone the due date of any amounts due under the Agreements or change the amount of such payments.

9. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor, subject to the provisions of this Mortgage. Mortgagor's covenants and agreements shall be joint and several.

10. Notices. Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail to Mortgagee's address stated herein or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.

11. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Kansas. If any provision or clause of this Mortgage or the Agreements conflict with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreements that can be given effect without the conflicting provision. To this end the provisions of this Mortgage are declared to be severable.

12. Transfer of the Property. If all or any part of the Property or an interest therein shall be sold or transferred by Mortgagor whether by voluntary or involuntary act, by operation of law or otherwise, without Mortgagee's prior written consent, excluding (a) a transfer by devise of descent, or (b) a transfer by operation of law upon the death of a joint tenant, Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

13. Acceleration; Remedies. Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. The notice shall specify:

- (a) the default;
- (b) the action required to cure the default;
- (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and
- (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and the costs of title evidence.

14. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor will pay any recording fees.

15. Waiver of Redemption. Mortgagor waives all rights of redemption to the extent allowed by law.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.

\_\_\_\_\_  
Signature of Mortgagor  
  
\_\_\_\_\_  
Print name of Mortgagor

\_\_\_\_\_  
Signature of Mortgagor  
  
\_\_\_\_\_  
Print name of Mortgagor

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

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

I HEREBY CERTIFY, that on \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, who acknowledged that he [she/they] executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**AFTER RECORDING, PLEASE RETURN TO:**  
**MTAW Insurance Company**  
**157 Main Street**  
**Greenville, PA 16125**