

Prepared by: _____

Signature: _____

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "**Mortgage**") made the _____ day of _____, 20____, between _____ and _____, whose address is _____

(individually, collectively, jointly, and severally, "**Mortgagor**"; and Allegheny Casualty Company whose address is P.O. Box 9810, Calabasas, CA 91372-9810 ("**Mortgagee**")):

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 Bail Bond Agreement and the Promissory Note and Installment Payment Plan for Unpaid Premium and Expenses, 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 _____ vs. _____

("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**").

In consideration of the foregoing, Mortgagor mortgages to Mortgagee the following (collectively, the "**Mortgaged Premises**"):

(a) All those tracts or parcels of land situated in the _____ of _____, of _____ County, State of New Jersey, more particularly described below ("**Premises**"):

(b) All buildings and other structures, now existing or subsequently erected on the Premises ("**Buildings**");

(c) All improvements, fixtures, furnishings, equipment, including without limitation any personal property now owned or subsequently acquired by Mortgagor, which are attached to or used in connection with the Premises or the Buildings ("**Fixtures**"), it being the intention of Mortgagor that all this personal property, now owned or subsequently acquired, shall constitute a part of the realty; this Mortgage being a fixture filing to be filed on record in the real estate records pursuant to N.J.S.A. 12A:9-402 (5) and (6);



(d) All ways, rights, privileges, tenements, and appurtenances belonging or pertaining to the Premises, and the reversion, remainders, rents, issues and profits of the Premises; and

(e) All the estate, right, title, interest, possession, claim, and demand, in law and in equity, which Mortgagor has or may subsequently acquire in, all or any part of the Premises.

To have and to hold the Mortgaged Premises conveyed or intended to be conveyed to Mortgagee, and Mortgagee's successors and assigns to Mortgagee's own use and benefit forever.

This Mortgage is made upon the express condition that if Mortgagor pays to Mortgagee the sum due under the Agreements and in this Mortgage at the time and in the manner the sums are due and payable, and performs all of the Obligations on its part to be performed under the Agreements and this Mortgage, then this Mortgage and the estate granted in it shall be void.

Mortgagor covenants with Mortgagee as follows:

1. **Obligations.** That Mortgagor shall pay the sums required of Mortgagor under the Agreements, this Mortgage and all other agreements securing the Agreements, all of which sums (including without limitation, all sums expended by Mortgagee on behalf of Mortgagor in accordance with the terms of the Agreements or this Mortgage) shall form a part of the Obligations.

2. **Insurance.** That Mortgagor shall with fully paid Property Insurance, keep the Buildings and the Fixtures insured for replacement against all risks, including without limitation, loss or damage by fire, war damage, building ordinance and terrorism. That this insurance shall be for the benefit of Mortgagee and shall be in the amount of the replacement cost of the Buildings and Fixtures and placed with companies licensed to do business in the State of New Jersey and acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee on the date of this Mortgage, and then annually at least 15 days prior to the expiration date of such insurance, a copy of the original policies of insurance, with Mortgagee named as first mortgagee and loss payee under a noncontributing standard first mortgage clause. Notwithstanding the foregoing, upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee, as collateral security for the Obligations, the original policies of insurance required pursuant to this paragraph. If Mortgagor fails to furnish this insurance, Mortgagee may at its option, but without any obligation to do so, obtain this insurance and pay on behalf of Mortgagee the premiums for it. Mortgagee is authorized at Mortgagee's option, but without any obligation to do so, to collect, adjust, and compromise any loss under the insurance policies and Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact, coupled with an interest, for effecting the collection, adjustment, or compromise, and to apply the net proceeds, at Mortgagee's option, either as a credit on the Obligations, or to restoring the Mortgaged Premises, or delivery of the net proceeds to the owner of the Mortgaged Premises.

3. **Maintenance.** That the Mortgaged Premises shall be maintained by Mortgagor in good condition, repair, and replacement, and in accordance with law, and that neither the Buildings nor Fixtures shall be removed or demolished without the prior written consent of Mortgagee; and that Mortgagor shall not commit or suffer any act to be done that may impair the security for the Obligations, except that Mortgagor, in accordance with sound practice ordinarily employed by diligent owners of similar real estate, may replace obsolete or outworn items of the Fixtures by similar items of at least the same original value. Upon default of Mortgagor in keeping the Mortgaged Premises in good condition, repair, and replacement, it shall be lawful for Mortgagee to enter upon the Mortgaged Premises and at Mortgagee's option, but without any obligation to do so, to repair and keep the Mortgaged Premises in good repair.

4. **Taxes, Assessments, Water and Sewer Charges.** That Mortgagor shall pay all real estate taxes, assessments, water and sewer charges that are a lien on the Mortgaged Premises, other sums that are a lien against the Mortgaged Premises, and all other sums required under the Agreements and this Mortgage.