MORTGAGE AGREEMENT

At the request of ____(the undersigned) and upon the security hereof, **Palmetto Surety Corporation, 75 Port City Landing, Suite 130, Charleston, SC 29464** (Surety) has arranged, executed or continued an appearance bond, numbered __________, dated ________________for ________________________________(Principal). Said bond is in the sum of ____ ($__________) Dollars and is posted in the ___________________________Court of ____

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (jointly and severally, if more than one) absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representatives, successors heirs and assigns as follows:

1. The undersigned shall have the Principal forthcoming before the Court named in said bond, or in the event of a bindover, the Court to which bound, at the time therein fixed, or as provided by law, and from day to day and term to term thereafter, as may be ordered by such Court.
2. The undersigned shall at all time indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may for any cause at any time directly or indirectly sustain or incur by reason or in consequence of the execution or continuation of said bond and every bond executed in sub-situation for said bond, with or without the consent of the undersigned. This indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgements, court costs, sheriff's fees, attorney fees and appellate attorney fees, suit orders and adjudications, recording and filling fees, reward offerings, investigative expenses reasonably incurred in the attempt to locate Principal, and incidental expenses incurred in Principal's apprehension, and return to proper custody. The undersigned shall place the Surety in funds to meet every such loss, cost and expense before the Surety is required to pay the same.
3. The undersigned guarantee the payment of every premium on the bonds described above promptly when due without first requiring the Surety to proceed against the Principal.
4. To secure, the payment and performance of every obligation described herein, the undersigned hereby grant, covey and mortgage to the Surety, all of the following described real property:

PLEASE TURN OVER

5. The undersigned fully warrant fee simple title to said property, shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all persons. The undersigned shall insure said property inform and amount satisfactory to the Surety with a loss payable clause in favor of the Surety.
6. If any sum referred to herein remains unpaid ten (10) days after the same becomes due, such payments shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this agreement, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.
7. The undersigned waive all notices and demands and shall pay all cost of collection incurred by the Surety in connection herewith. Whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. The Surety may discuss any default with the present of future employers an any of the undersigned.
8. The term "Surety" shall include this Surety and every Surety Company on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements or applicable law.
9. The acquiescence of the Surety in any default by the undersigned shall not constitute a waiver of such default. If any provision of this agreement is void or unenforceable under the law, this agreement shall not be void but shall be construed and enforced as though such provision was omitted. The singular form used herein shall include the plural form, where applicable, and vice versa.
10. The Surety is authorized to secure an investigative consumer report and information form any credit reporting agency or other source pertaining to the undersigned's character and/or financial condition whether the undersigned be in good default or not. Every person, firm, and corporation furnishing the Surety with such information in good faith is hereby released form all damages and liability.

SINGED, SEALED, AND DELIVERED at ______________________________, this ______________day of ______________________ A.D., 20______

WITNESS: ______________________________ ______________________________ (L.S)

WITNESS: ______________________________ ______________________________ (L.S)

STATE OF ______________________________ COUNTY OF ______________________________

I certify that on the date above-written, before me, an officer duly authorized in the State and County aforesaid, personally appeared ______________________________
To me known to be the person (s) described in and who executed the foregoing instrument and who thereupon acknowledged to me that ___he ___executed the same.

My Commission Expires:
Prepared by:
Address:

____

____

____

____
Signature of Notary Public & Official Seal

This instrument depends upon the happening of a Contingency before and obligation to pay is created.

CONTINGENT PROMISSORY NOTE

Power No. ___________ $ _________________________ Florida, _________________, 20 _______________.
As applicable after date, for value received, the undersigned promise to pay to the order of **PALMETTO SURETY CORPORATION _________________________________ DOLLARS, at 75 Port City Landing Suite 130 Mt. Pleasant, SOUTH CAROLINA**, if and only if the following stated contingency occurs: Upon the forfeiture or estreature of the surety bond or bonds posted on behalf of _________________________ Defendant in Case No. _________________________________ Power No. _______________________ In the Court of ____ County, Florida, by mortgage, or upon payment of any expenses incurred by the mortgagee to produce the defendant before the appropriate court or courts, of competent jurisdiction in the above case, with interest thereon at the rate of __________ percent, per annum, from the occurrence of the above stated contingency, until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in case suit is brought for collection hereof, or the same has to be collected upon demand of an attorney; to pay reasonable attorney's fees and assessable costs, for making such collection. Deferred interest payments to bear interest from maturity at ____________ percent per annum, payable semi-annually. It is further agreed and specifically understood between the parties to this note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including _____________________________________ Dollars and interest. It is further agreed and specifically understood that this Note shall become null and void in the event said defendant ____ shall appear in the proper court at all the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder in writing, otherwise to remain in full force and effect.

X ____ Date: _________________________, 20_________

X____ Date: _________________________, 20 _________