

THIS MORTGAGE is made on _____ between _____ whose address is _____ (referred to as "I" or the "Mortgagor") and Accredited Surety & Casualty Company, Inc., a Florida corporation, whose address is 4798 New Broad Street, Suite 200, Orlando, FL 32814 (referred to as the "Mortgagee").

If more than one Mortgagor signs this Mortgage, the word "I" shall mean each Mortgagor named above. The word "Mortgagee" means the original Mortgagee and anyone else who takes this Mortgage by transfer.

1. Obligations Secured. I am making this Mortgage to secure the complete and timely payment and performance of all of Mortgagor's obligations to the Mortgagee arising in connection with **Bond #** _____ issued by Mortgagee dated _____ in the sum of \$ _____ on my behalf (the "Bond"), and all of the Mortgagor's other obligations to the Mortgagee, whether such obligations now exist or arise in the future (collectively, the "Secured Obligations"). The Mortgagor acknowledges that the Mortgagor is giving this Mortgage to the Mortgagee as an inducement to the Mortgagee to issue Bond. All terms of the Bond and the Mortgagor's application for the Bond are made part of this Mortgage.

Alternative, Mortgage by Indemnitor:

1. Obligations Secured. I am making the Mortgage to secure the complete and timely payment and performance of all of Mortgagor's obligations to the Mortgagee under a Indemnity Agreement made by Mortgagor, as Indemnitor, in favor of the Mortgagee, as surety, dated as of _____ (the "Indemnity Agreement") made in connection with a bond (the "Bond") issued by Mortgagee in the sum of \$ _____ on behalf of _____ (the "Defendant"), all of the Mortgagor's other obligations to the Mortgagee and all of the Defendant's obligations to Mortgagee, whether such obligations now exist or arise in the future. The Mortgagor acknowledges that the Mortgagor is giving this Mortgage to the Mortgagee as an inducement to the Mortgagee to accept the Indemnity Agreement and issue the Bond. All terms of the Indemnity Agreement, the Bond and the application for the Bond are made part of this Mortgage.

2. Property Mortgaged. The Property mortgaged to the Mortgagee (called the "Property") is located in the **Municipality** _____ County of _____ and State of New Jersey and is identified as **Block #** _____, **Lot #** _____, on the tax map of the Municipality of _____ County of _____ and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example; furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and buildings; and (e) all other rights that I have, or will have, as owner of the Property. The Legal description is:

3. Rights Given to Mortgagee. The Mortgagor mortgages the Property to the Mortgagee. This means that I give the Mortgagee those rights stated in the Mortgage and also those rights the law gives to mortgages who hold mortgages on real property. When the Bail Bond Liability is cancelled of record and all of the Secured Obligations have been performed, and I perform all of my obligations under this Mortgage, the Mortgagee's rights under this Mortgage will end. The Mortgagee will then cancel this Mortgage at my expense.

4. Promises. I make the following promises to the Mortgagee:
(a) Ownership. I warrant title to the premises (N.J.S. A. 46:9-2). This means I own the Property and will defend my ownership against all claims.
(b) Liens and Taxes. I will pay all liens, taxes assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against amounts due under the Secured Obligations or this Mortgage for any taxes paid on the Property.
(c) Insurance. I must maintain extended coverage insurance on the Property. The Mortgagee may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts, and types of coverage must be acceptable to the Mortgagee. I will notify the Mortgagee in the event of any substantial loss or damage. The Mortgagee may settle the claim on my behalf if I fail to do so. All payments from the Insurance company must be payable to the Mortgagee under a "standard mortgage clause" in the insurance policy. The Mortgagee may use any proceeds to repair and restore the Property or to reduce the amount due under Secured Obligations and this Mortgage. This will not delay the performance of any obligation under the Secured Obligations or this Mortgage.
(d) Repairs. I will keep the Property in good repair, neither damaging, neither damaging nor abandoning it. I will allow the Mortgagee to inspect the Property upon reasonable notice to me.
(e) Statement of Amount Due. Upon request of the Mortgagee, I will certify to the Mortgagee in writing whether or not I have any defense to my obligations under this Mortgage.
(f) Rent. I will not accept rent from any tenant for more than one month in advance.
(g) Lawful Use. I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.
(h) First Mortgage. I represent and warrant to the Mortgagee that this Mortgage will be a first mortgage on the Property and that there are and there will be, no other mortgages, liens, claims or encumbrances against the Property.
(i) Waiver. To extent permitted by law, I waive the provisions of N.J.S.A. 2A:50-2.

5. Eminent Domain. All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Mortgagee. The Mortgagee may use this to repair and restore the Property or to reduce the amount owed on this Mortgage. This will not delay or affect the performance of any obligation under the Secured Obligations or this Mortgage. Any remaining balance will be paid to me.

6. Tax and Insurance Escrow. If the Mortgagee requests, I will make regular monthly payments to the Mortgagee of: (a) 1/12 of the yearly real estate taxes and assessments on the Property, and (b) 1/12 of the yearly cost of insurance on the Property. These payments will be held by the Mortgagee without interest to pay the taxes, assessments and insurance premiums as they become due.

7. Payments Made for Mortgagor. If I do not make all of the repairs or payments as agreed in this Mortgage, the Mortgagee may do so for me. The cost of these repairs and payments will be secured by this Mortgage, will bear interest at the rate of ten percent (10%) per year and will be repaid to the Mortgagee upon demand.

8. Default. The Mortgagee may declare that I am in default on this Mortgage if:
(a) I fail to make any payment required by this Mortgage within 10 days after its due date;
(b) I fail to keep any other promise I make in this Mortgage;
(c) Mortgagor fails to pay or perform any of Mortgagor's obligations under or is otherwise in default under, the Secured Obligations;
(d) The ownership of the Property is changed for any reason, or
(e) The holder of any lien on the Property starts foreclosure bankruptcy, insolvency or receivership proceedings are started by or against the Mortgagor.

9. Mortgagee's Cost of Collection. If the Mortgagee declares that I am in default, I must pay the Mortgagee's costs of collection and reasonable attorney fees.

10. Mortgagee's Rights Upon Default. If the Mortgagee declares that this Mortgage is in default, the Mortgagee will have all rights given by law or set forth in this Mortgage. This includes the right to do any one more of the following:
(a) Taking possession of and manage the Property, including the collection of rents and profits;
(b) Have a court appoint a receiver to accept rent for the Property (I consent to this);
(c) Start a court action, known as a foreclosure, which will result in a sale of the Property to reduce the Mortgagor's obligations under the Secured Obligations and under this Mortgage; and
(d) Sue me for any money that I owe the Mortgagee.

11. Notices. All notices must be in writing and personally delivered or sent by certified mail, return requested, to the address given in this Mortgage. Address changes may be made upon notice to the other party.

12. No Waiver by Mortgagee. Mortgagee may exercise any right under this Mortgage or under any law, even if Mortgagee has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Mortgagee does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

13. Each Person Liable. This Mortgage is legally binding upon each Mortgagor and all who succeed to their responsibilities (such as heirs and executors). The Mortgagee may enforce any of the provision of this Mortgage against any on or more of the Mortgagors who sign this Mortgage

14. No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by the Mortgagor and the Mortgagee.

15. Signatures. I agree to the terms of this Mortgage. If the Mortgagor is a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed by:

STATE OF New Jersey, County of _____ : S.S.

I certify that on _____ personally came before me and stated to my satisfaction that this person (a) was the maker of the attached instrument, and (b) executed this instrument as his or her own act.

I ACKNOWLEDGE THAT I RECEIVED A TRUE COPY OF THIS MORTGAGE.

Notary Public of _____