

Return to: (enclose self-addressed stamped envelope)
Name:

MORTGAGE
LONG FORM

Address:

This Instrument Prepared by:

Address:

Property Appraisers Parcel Identification (Folio) Number(s):

This Mortgage Deed

EXECUTED the _____ day of _____ A.D. _____ by

hereinafter called the mortgagor, to

**UNITED STATES FIRE INSURANCE COMPANY
P.O. BOX 2807
HOUSTON, TEXAS 77252-2807**

hereinafter called the mortgagee:

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession, situate in _____ County, Florida, viz:

The Mortgagors hereby acknowledge that the property encumbered by this mortgage may be claimed as homestead; however, Mortgagors agree, for the purpose of this mortgage, to waive any and all exemptions granted to them under the laws of the State of Florida that would apply to homestead property.

This Mortgage Deed is accepted as collateral for Bond No. _____

_____ posted in behalf of _____

in the _____ Court of _____ C o u n t y ,
and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

The undersigned will at all times indemnify and keep indemnified the Mortgagee and save harmless the Mortgagee from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Mortgagee shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against the Mortgagee by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of the Mortgagor(s) (or any of them) and will pay over, reimburse and make good to the Mortgagee, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, cost, expense, suit, order, decree, payment and/or adjudication against the Mortgagee by reason of the execution of such bond or undertaking and any other bonds, or undertakings executed in behalf of and/or at the instance of the Mortgagor(s) and before the Mortgagee shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements the Mortgagee may pay or incur in any legal proceedings, including proceedings in which the Mortgagee may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

That this Mortgage Deed is solely to secure future advances which may be made by the Mortgagee to the mortgagor up to and including the amount of _____ Dollars (\$ _____) and interest thereon at _____ percent (_____ %) per annum. That at the present time, the mortgagee has not loaned the mortgagor any money or other thing of value, and as such, the present outstanding debt from the mortgagor to the mortgagee is Zero Dollars. The mortgagee may loan to the mortgagor up to and including the amount of _____ Dollars (\$ _____) and interest thereon at _____ percent (_____ %) per annum, upon the occurrence of the stated contingency: Upon the forfeiture or estreature of the surety bond or bonds posted on behalf of _____ defendant in Case No. _____ in the Court of _____ County, Florida by mortgagee, 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 cause.

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to wit:

CONTINGENT PROMISSORY NOTE

No. _____ \$ _____ Florida,
_____ , _____ .

_____ after date, for value received, _____
Promise to pay to the order of UNITED STATES FIRE INSURANCE COMPANY _____
_____ Dollars, at P.O. BOX 2807, HOUSTON,
TEXAS 77252-2807, 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. _____
in the Court of _____ County, Florida, by mortgagee, 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 cause, 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 shall be brought for the 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.

Mortgage Deed
TO CORPORATION FROM INDIVIDUAL

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