

WHEN RECORDED MAIL TO:

AMERICAN SURETY COMPANY
P.O. Box 68932
Indianapolis, Indiana 46268

INDIANA REAL ESTATE MORTGAGE

THIS REAL ESTATE MORTGAGE (hereinafter "Mortgage") is executed this DATE day of MONTH, 20 YEAR, by and between NAMES (S) OF PROPERTY OWNER(S) who resides at _____, (hereinafter "Mortgagor"), and American Surety Company with principal offices at 3905 Vincennes Road, Suite 200, Indianapolis, Indiana 46268 (hereinafter "Mortgagee").

WITNESSETH

In consideration for the mutual promises and covenants contained herein, and in consideration for the aggregate sum named in the Promissory Note, (hereinafter "Note"), the terms and conditions of which are more fully hereinafter described, the Mortgagor hereby grants, mortgages and warrants to Mortgagee, together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements, now or hereafter belonging, appertaining, attached to, or used in connection therewith, and all rents, issues, income, or profits thereof, the following described real estate (hereinafter "Mortgaged Premises"), located in COUNTY WHERE LOCATED County, Indiana.

TYPE LEGAL DESCRIPTION

This Mortgage is given and accepted as collateral for Bond No. AS-000000 posted in behalf of NAME OF DEFENDANT in the XYZ Court of COURT LOCATION County and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to Mortgagee. Mortgagor covenants and agrees with Mortgagee that the following terms and conditions shall be applicable to the Mortgaged Premises:

1. **Indemnification by Mortgagor.** Mortgagor will at all times indemnify and keep indemnified Mortgagee and save harmless Mortgagee from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which Mortgagee shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against Mortgagee by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of Mortgagor (or any of them) and will pay over, reimburse, make good to 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 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 Mortgagor, and before Mortgagee shall be required to pay thereunder. Mortgagor's liability for legal fees and disbursements includes all legal fees and disbursements that Mortgagee may pay or incur in any legal proceedings, including proceedings in which Mortgagee may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.
2. **Payment of Indebtedness.** Mortgagor shall pay when due all indebtedness secured by this Mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this Mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
3. **No Liens.** Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from Mortgagee.
4. **Repair of Mortgaged Premises; Insurance.** Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to Mortgagee and Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid.
5. **Taxes and Assessments.** Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
6. **Advancements to Protect Security.** Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage. All sums so advanced and paid by Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve percent (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorneys' fees incurred by Mortgagee in respect of any and all legal equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.
7. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by Mortgagor in any payment provided for herein or in the Note, more fully described hereinafter, or in the performance of any covenant or agreement of Mortgagor hereunder, or if Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of Mortgagee, without notice, and this

Mortgage may be foreclosed accordingly. Upon such foreclosure, Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the costs thereof to the principal balance due.

- 8. **Non Waiver; Remedies Cumulative.** No delay by Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder, and no failure of Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by Mortgagor hereunder. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.
- 9. **Extension; Reductions; Renewals; Continued Liability of Mortgagor.** Mortgagee, at its option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder; and without the consent of Mortgagor if Mortgagor has then parted with title to the mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagor to Mortgagee.
- 10. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the heirs, representatives, successors and assigns of the parties of this Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural, and use of the masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Mortgage are for the convenience only and do not define, limit or construe the contents of such paragraphs.
- 11. **Governing Law.** This mortgage, and the terms and conditions hereunder, shall be interpreted and construed under the laws of the State of Indiana.

This Mortgage is also given and accepted to secure payment of the heretofore mentioned Promissory Note, set forth below, under the following terms and conditions:

PROMISSORY NOTE

- 1. **On demand** after the date for value received, **NAME(S) OF PROPERTY OWNER(S)** promises to pay to the order of American Surety Company, P.O. Box 68932, Indianapolis, Indiana 46268, the sum of **AMOUNT OF BOND** at the rate of **MAXIMUM RATE** percent, per annum from Call Date until fully paid, interest payable semi-annually. The maker(s) and endorser(s) 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 any attorney, pay reasonable attorney fees for making such collection. Deferred interest payments will bear interest from maturity at **MAXIMUM RATE** percent, per annum, payable semi-annually.
- 2. No delay or omission on the part of the holder herein, in the exercise of any right or remedy, shall operate as a waiver thereof, and no single or partial exercise by the holder hereof, of any right or remedy, shall preclude other or further exercise thereof, or of any other right or remedy.
- 3. The terms and conditions of this Note shall be interpreted under the laws of the State of Indiana.
- 4. It is further agreed and specifically understood that this Note shall become Null and Void in the event said defendant **NAME OF DEFENDANT** shall appear in the court at 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 Mortgagee discharged of all liability thereunder, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this **DATE** day of **MONTH** , 20 **YEAR** .

SIGNATURE **SIGNATURE OF PROPERTY OWNER** SIGNATURE **SIGNATURE OF PROPERTY OWNER**

PRINTED **PRINTED NAME** PRINTED **PRINTED NAME**

SIGNATURE **SIGNATURE OF PROPERTY OWNER** SIGNATURE **SIGNATURE OF PROPERTY OWNER**

PRINTED **PRINTED NAME** PRINTED **PRINTED NAME**

STATE OF **STATE**

SS:

COUNTY OF **COUNTY**

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this _____ day of _____, 20_____.

My Commission Expires: _____ SIGNATURE _____ Notary Public

_____ PRINTED _____ Notary Public

RESIDING IN _____ County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

NAME _____

Instrument Prepared By: _____