

## MORTGAGE

WITH POWER OF SALE (REALTY) (Unmarried)

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ GRANTOR, (Whether one or more) for and in consideration of the execution of the bond in the amount of \$\_\_\_\_\_ on \_\_\_\_\_ (herein after referred to as DEFENDANT), the execution of such bond of which is hereby acknowledged, and in consideration of the premises hereinafter set forth, do hereby grant, bargain, shall and convey unto Midwest Bonding Services, Inc., GRANTEE and unto its successors and assigns forever, the following property, situated in \_\_\_\_\_ County, Arkansas.

TO HAVE AND TO HOLD the same unto the said GRANTEE and unto GRANTEE'S successors and assigns forever, with all appurtenances thereunto belonging; and all rents, income, and profits there from after any defaults herein.

GRANTORS hereby covenant with the said GRANTEE and GRANTEE'S successors and assigns, that said lands are free and clear of all encumbrances and liens, and will forever warrant and defend the title to said property against all lawful claims, and GRANTORS, for the consideration aforesaid do hereby release unto the said GRANTEE and unto GRANTEE'S successor and assigns forever, all our right and possibility of dower and homestead in and to the said lands.

This mortgage, however, is made to secure payment of any outstanding premium and the payment of any and all amounts incurred by Midwest Bonding Services, Inc., as the result of the failure of the defendant to appear at any scheduled hearing or trial covered by the bail bond agreement. Upon DEFENDANT'S fulfillment of all conditions of his/her appearance bond with Midwest Bonding Services, Inc., the reimbursement of all expenses incurred by Midwest Bonding Services, Inc., in relation to a forfeiture of the appearance bond mentioned herein, the reimbursement of all expenses incurred by Midwest Bonding Services, Inc., in relation to the search and apprehension of DEFENDANT, and upon the payment of all outstanding premiums in a timely fashion as set forth in the promissory note executed on even date herewith, then this mortgage shall become null and void and no further force and effect, and shall be released at the expense of the GRANTORS.

This mortgage shall also be security for any other indebtedness of whatsoever kind that the GRANTEE or the holders or owners of this mortgage may hold against GRANTORS by reason

of other bonds issued by Midwest Bonding Services, Inc., and/or the incurrence of any related expense thereto, to the time of the satisfaction of this mortgage.

In the event of default of payment of any part of said sum, or upon failure of GRANTORS and/or DEFENDANT to perform the agreements contained in this mortgage, the bail bond agreement, and/or the promissory note, GRANTEE or GRANTEE'S successors and assigns, shall have the right to declare the entire debt to be due and payable; notice to GRANTORS is waived, and said option may be exercised at any time after default. GRANTEE or GRANTEE'S successors, or assigns shall have the right to convey said property to anyone purchasing at said sale, and to convey an absolute title thereto, and the recitals of such conveyance shall be taken as *prima facie* true. The proceeds of said sale shall be applied, first, to the payment of all costs that expenses attending said sale; second to the payment of all indebtedness secured hereby, with interest; and the remainder, if any, shall be paid to said GRANTORS. GRANTORS hereby waive any and all rights of appraisal, sale redemption, and homestead under the laws of the State of Arkansas, and especially under the Act approved May 8, 1899, and acts amendatory thereof.

GRANTORS hereby covenant that they will keep all improvements insured against fire, with all other full coverage insurance, loss payable clause to holder and owner of this mortgage; that said improvements will be kept in a good state of repair, and waste will neither be permitted nor committed; that all taxes of whatever nature, as well as assessments for improvements will be paid when due, and if not paid GRANTEE, may pay same and shall have prior lien upon said property for repayment, with interest at the highest legal rate.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
GRANTOR

ACKNOWLEDGMENT

STATE OF ARKANSAS )

) ss.

COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me the above named GRANTOR (S), known to me to be the person (s) whose name (s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_.

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_.

This instrument prepared by:

Midwest Bonding Services, Inc.

2826 S. School Ave

Fayetteville, AR 72701