



ROCHE SURETY & CASUALTY COMPANY, INC.

1910 Orient Road • Tampa, Florida 33619
(813) 623-5042 • Fax (813) 623-5939

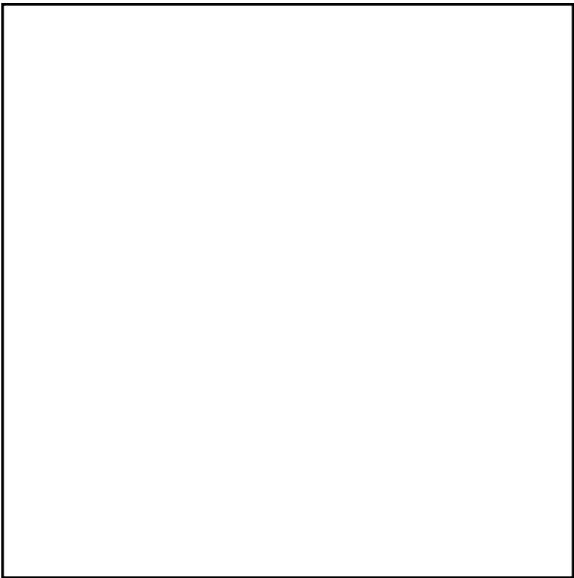
MORTGAGE DEED

THIS IS A _____ MORTGAGE.

EXECUTED THIS _____ day of _____, _____ by

hereinafter called the Mortgagor, to **ROCHE SURETY & CASUALTY COMPANY, INC.**,
1910 Orient Road, Tampa, Florida 33619, 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 conforms unto the Mortgagor is now seized and in possession, situate in _____ County, in the State of _____ viz:



This space reserved for use by Clerk of the Circuit Court

This Mortgage Deed is accepted as collateral for Bond No. _____ posted in behalf of _____ in the _____ Court of _____ County, and

shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

Additionally, the undersigned Mortgagor does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor heirs, legal representatives or assigns, shall pay into the said Mortgagee, legal representatives or assigns, a certain Promissory Note, a copy of which is attached hereto, and shall pay all sums payable thereunder, and perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said Promissory Note and of this Mortgage. Also, said Mortgagor shall pay all taxes, Insurance premiums reasonably required, all cost and expenses, including reasonable attorney's fees, which said Mortgagee may incur in collecting money secured by this Mortgage or in enforcing this Mortgage by suit or otherwise, then this Mortgage and the estate hereby created shall cease and be null and void.

If any sum of money herein referred to be not promptly paid within ten (10) days next after same become due, or if each and every agreement, stipulation, condition and covenant of said Note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee become due and payable. Anything in said Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights on options under said Note or this Mortgage accrued or thereafter accruing.

Signed, sealed and delivered in the presence of:

Mortgagor

Address

City State Zip D.L. #

By typing my name here I acknowledge this to be my legally binding signature.

Mortgagor

Address

City State Zip D.L. #

Before me the undersigned authority personally appeared _____, who upon being duly sworn, deposes and states that _____ are the person(s) who executed the foregoing instrument and _____ acknowledge before me that _____ executed the same.

Witness my hand and official seal in the county and state of foresaid, this _____ day of _____, _____.

NOTARY PUBLIC
My Commission Expires: _____

CONTINGENT PROMISSORY NOTE

Bond No. _____ \$ _____, _____, _____.

For value received, _____ Promises to pay to the order of **ROCHE SURETY & CASUALTY COMPANY, INC.** _____ Dollars, at 1910 Orient Road, Tampa, FL 33619, if and only if the following stated contingency occurs: defendant in Case No. _____ in the Court of _____ County, in the state of _____, 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 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, or otherwise to remain in full force and effect.

Date: _____, _____ X _____ (Seal)
X _____ (Seal)

Prepared by: _____