

**RECORDING REQUESTED BY &
PLEASE RETURN TO
ELITE SECURITY INC
DBA / 1st Call Bail Bonds & A BONDING
P.O. Box 142 Adel, Iowa 50003
Phone: 515-277-2663 Fax: 515-993-1134**

REAL ESTATE MORTGAGE

(TO SECURE INITIAL MORTGAGE NOTE – ALSO FUTURE LOANS AND ADVANCES TO THE EXTENT PERMITTED BY SEC654,12A,
THE CODE)

THIS MORTGAGE DEED executed this _____ day of _____, _____, between _____ Mortgagors, of the County of _____ and the State of _____, and ELITE SECURITY INC / BANKERS INSURANCE COMPANY, Mortgagee, of the Counties of Dallas, State of Iowa and Pinellas State of Florida.

WITNESSETH: That the for good and valuable consideration, and also in consideration of the aggregate sum named in the Contingent Promissory Note on even date, hereinafter described, the Mortgagor hereby grants, bargains, sells, liens, remises, conveys and confirms unto the Mortgagee and it's assigns and representatives this real estate, situated in _____ County, State of _____ to wit:

This Mortgage Deed is accepted as collateral for Surety Bond Number(s) _____ posted on behalf of _____ hereinafter called the Defendant in the District Court of _____ County State of _____ and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagees.

Said Mortgagors hereby covenant with Mortgagee, or successor in interest, that said Mortgagors hold clear title to said personal property, and title in fee simple to said real estate; that they have good and lawful authority to sell, convey and mortgage the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be above stated; and said Mortgagors Covenant to Warrant and defend the said premises and the said personal property against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive shares in and to the above described premises and waives all rights of exemption, as to any of said property.

I (WE) UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS CONTRACT (MORTGAGE), I (WE) VOLUNTARILY GIVE UP MY (OUR)

Dated _____ Day Of _____, _____

MORTGAGOR / INDEMNITOR _____ SIGNATURE _____

MORTGAGOR / INDEMNITOR _____ SIGNATURE _____

STATE OF _____, _____ COUNTY

ON THIS _____ DAY OF _____, A.D., _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN THE STATE OF _____, PERSONALLY APPEARED _____, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed under oath of surgery.

NOTARY PUBLIC

RIGHT TO THIS PROTECTION FOR THE PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT (MORTGAGE).

CONDITIONED HOWEVER, That if said Mortgagors shall pay or cause to be paid to said Mortgagees, or his successors, or assigns, said sum of money which shall be legal tender in payment of all debts and dues, public and private, at time of payment, at the time, place, and upon the terms provided by one (1) promissory note of the Mortgagors to Mortgagee, of even date herewith, and as may be supplemented by loans under Paragraph 1 below, and shall perform the other provisions hereof, then these presents will be void, otherwise to remain in full force and effect.

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 12 percent per annum upon the occurrence of the stated contingency: Upon the forfeiture or estreature of the surety bond(s) posted on behalf of the defendant in Case Number _____ in the District Court of _____ County State of Iowa by Mortgagee or upon payment of any expenses incurred by the Mortgagee to produce the defendant before the appropriate Court of Courts of competent jurisdiction in the above cause.

Provided Always, that if said Mortgagor shall pay into the Mortgagee the certain Promissory Note hereinafter substantially copies of identified to wit:

Contingent Promissory Note

\$ _____ DOLLARS (\$ _____) BOND

For value received, Mortgagors hereby, jointly and severally, promise to pay upon demand to the order of Elite Security Inc. PO Box 142 Adel Iowa 50003 and or it's assigns or representatives, If the following stated contingency occurs:

1. Upon the forfeiture or estreature of the surety bonds posted on behalf of the defendant _____ for Case # _____ in the District Court of _____ County of the State of IOWA , or
2. Upon the payment of any expenses incurred by Mortgagee and or it's assigns and representatives to produce the defendant before the appropriate Court(s) including but not limited to costs of real estate or brokerage assistance, travel, investigation, extradition, negotiation, and settlement of any bond claims, with interest (payable semi annually) thereon at a rate of 12 percent, per annum, from the occurrence of the above stated contingency until fully paid. The maker and endorser of this Note agrees to payment upon primary demand and waives notice of non payment and protest: and if 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 from maturity at 12 percent, per annum, payable semi annually.
3. It is further agreed and specifically understood between the parties of 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 an including \$ _____ Dollars (\$ _____) and interest.
4. It is further agreed and specifically understood that this Note shall become null and void in the event the defendant shall appear in the proper court at all times or times so directed by the judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf

Dated _____ Day Of _____, _____

MORTGAGOR / INDEMNITOR _____ SIGNATURE _____

MORTGAGOR / INDEMNITOR _____ SIGNATURE _____

STATE OF _____, _____ COUNTY

ON THIS _____ DAY OF _____, A.D., _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN THE STATE OF _____, PERSONALLY APPEARED _____, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed under oath of perjury.

NOTARY PUBLIC

of the defendant have been fulfilled and the surety is discharged of any and all liability there under in writing, otherwise to remain in full force and effect.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said Note and this Mortgage, or either, to pay all and singular the taxes and assessments, levies, Liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum not less than the fair market value of such buildings in a company or companies acceptable to the Mortgagee, the policy or policies to be held by and payable to said Mortgagee and in the event any sum of money become payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the Mortgagor or any surplus; to pay costs, charges and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said Note and this Mortgage, or either; to perform, comply with and abide by each and every agreement, stipulation, condition and covenant set forth in said Note and this Mortgage or either. In the event the Mortgagor fails to pay when to due any tax assessment, insurance premium or other sum of money payable by virtue of said Note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Iowa.

IF any sum of money, herein referred to, is not promptly paid within twenty (20) days next after the same becomes due, or if each and every agreement, stipulation, conditions and covenants of said Note and this Mortgage, 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 the 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 or options under said Note or this Mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, said Mortgagors have set their hands the day and year first above written, namely: _____, _____.

Dated _____ Day Of _____, _____

MORTGAGOR / INDEMNITOR _____ SIGNATURE _____

MORTGAGOR / INDEMNITOR _____ SIGNATURE _____

STATE OF _____, _____ COUNTY

ON THIS _____ DAY OF _____, A.D., _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN THE STATE OF _____, PERSONALLY APPEARED _____, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed under oath of perjury.

NOTARY PUBLIC

AFIDAVIDT OF IDENTITY FOR CONTRACT

Dated _____ Day Of _____, _____

MORTGAGOR / INDEMNITOR _____ SIGNATURE _____

MORTGAGOR / INDEMNITOR _____ SIGNATURE _____

STATE OF _____, _____ COUNTY

ON THIS _____ DAY OF _____, A.D., _____ BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN THE STATE OF _____, PERSONALLY
APPEARED _____

_____ ,
to me known to be the identical persons named in and who executed the foregoing instrument, and
acknowledged that they executed the same as their voluntary act and deed under oath of perjury.

SEAL

NOTARY PUBLIC

Dated _____ Day Of _____, _____

MORTGAGOR / INDEMNITOR _____ SIGNATURE _____

MORTGAGOR / INDEMNITOR _____ SIGNATURE _____

STATE OF _____, _____ COUNTY

ON THIS _____ DAY OF _____, A.D., _____ BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN THE STATE OF _____, PERSONALLY
APPEARED _____, to me known to be the identical

persons named in and who executed the foregoing instrument, and acknowledged that they executed
the same as their voluntary act and deed under oath of perjury.

NOTARY PUBLIC