

Name:

AMERICAN CONTRACTORS INDEMNITY COMPANY

LONG FORM

Address:

9841 Airport Blvd., 9th Floor  
Los Angeles, CA 90045-5428

This Instrument Prepared by:

Address:

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

# This Mortgage Fee

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ by

hereinafter called the mortgagor, to

American Contractors Indemnity Company

9841 Airport Blvd., 9th Floor

Los Angeles, CA 90045

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, situated 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 Fee** 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.

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 of legal fees and disbursements includes all legal fees and disbursements that 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 as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to 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 \_\_\_\_\_ 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.

~~Prohibited~~ **Alvarez**, 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 **AMERICAN CONTRACTORS INDEMNITY COMPANY** \_\_\_\_\_ Dollars, at

**9841 Airport Blvd., 9th Floor Los Angeles, CA 90045**, 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.

X \_\_\_\_\_ (Seal)  
X \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_  
and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this mortgage and the estate hereby created, shall cease, determine and be null and void.

**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 of 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 becomes 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 for any surplus; to pay all 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 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 other 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 Florida.

**If** any sum of money herein referred to be not promptly paid within twenty (20) days next after the same becomes 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 and be 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 or options under said note or this mortgage accrued or thereafter accruing.

**In Witness Whereof**, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature (as to Mortgagee)	_____	Mortgagee Signature	_____
Printed Name	_____	Printed Name	_____
Witness Signature (as to Mortgagee)	_____	Post Office Address	_____
Printed Name	_____		
Witness Signature (as to Co-Mortgagee, if any)	_____	Co-Mortgagee Signature, if any	_____
Printed Name	_____	Printed Name	_____
Witness Signature (as to Co-Mortgagee, if any)	_____	Post Office Address	_____
Printed Name	_____		

**STATE OF** )  
**COUNTY OF** ) I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, who acknowledged before me that \_\_\_\_\_ executed the same, and an oath was not taken.

(Check one)  Said person(s) is/are personally known to me.  
 Said person(s) provided the following type of identification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTARY RUBBER STAMP SEAL**  
Witness my hand and official seal in the County and State last aforesaid  
this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Signature  
Printed Name