

MORTGAGE

THIS MORTGAGE, made the _____ day of _____,

In the _____ of _____, County and State of _____,

Mortgagor; and _____ and any Quota Share Partner as interest may appear, Mortgagee.

WITNESSETH, that Mortgagor has or will in the future, request that the Mortgagee issue surety bonds wherein the Mortgagor or any other entity requested by the Mortgagor shall be the Principal, and in consideration of the willingness of the Mortgagee to issue such bonds and in further consideration off \$1.00 (one dollar), the receipt of which is hereby acknowledged by the Mortgagor, the Mortgagor hereby mortgages to the Mortgagee, those lands and all the improvements thereon situate in the _____ of _____, County of _____ and State of _____ more commonly described as:

And also known as BLOCK# _____ LOT # _____, in Book _____, the deed to which bonds was recorded in Book _____ of Deeds for _____, County at page _____. This Mortgage is given to secure the sum of _____.

The Mortgagor covenants and agrees with the Mortgagee that:

1. The Mortgagor warrants the title to the premises
2. The buildings on the premises shall be kept insured against loss by fire for the benefit of the holder hereof.
3. The foregoing short form mortgage and covenants shall be construed pursuant to N.J.S.A. 46:9-1 to 7, inclusive, in effect on date hereof, and that the construction therein set forth shall be incorporated herein with the same force and effect as though recited at length.
4. This mortgage is given as security to the Mortgagee for any losses it may sustain as the result of having issued surety bonds at the request of the Mortgagor and to further secure the obligations of the Mortgagor under the agreement of indemnity given by the Mortgagor in connection with such bonds. When all said bonds are canceled of record, and all of the conditions of the agreement of indemnity secured hereby have been fully satisfied, these presents shall become null and void and no force and effect.
5. The Mortgagor will perform or assure the performance of all of the terms, covenants, provisions, and conditions of said bond or bonds issued by the Mortgagee, which said terms and conditions are incorporated herein with the same force and effect as though recited at length.

6. In the event the Mortgagee procures the execution of bonds by other sureties, or executed bonds with co-sureties, or reinsures any portion of said bonds with reinsuring sureties, then all the terms and conditions of this mortgage shall insure to the benefit of such other sureties, co-sureties, and reinsuring sureties, as their interests may appear.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed and sealed the day and year first above written.

WE HEREBY DECLARE AND ACKNOWLEDGE THAT WE HAVE RECEIVED WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: _____ (L.S.)

_____ (L.S.)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____ : SS _____

BE IT REMEMBERED that on this _____ day of _____, 20 _____, before me the subscriber, a Notary Public of the State of _____, personally appeared _____ who, I am satisfied, _____ the Mortgagor mentioned in the within instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that _____ signed, sealed and delivered the same as _____ voluntary act and deed for the uses and purposes therein expressed.

PREPARED BY:

Notary Public of _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ : COUNTY OF _____ : SS _____

BE IT REMEMBERED that on this _____ day of _____, 20 _____, before me, the subscriber a Notary Public of the State of _____, personally appeared _____ respectively being the _____ president and Secretary of _____ who, I am satisfied are the persons who have signed the written instrument, and I having first made known to them the contents thereof, they acknowledged that they signed, sealed with the corporate seal and delivered the said instrument as such officers aforesaid, that the written instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors.

Notary Public of _____

The within mortgage having been fully paid and satisfied, the _____ of _____ County is hereby authorized to cancel the same of record.

Attest: _____

SECRETARY

PRESIDENT

Return to: First Indemnity Insurance Company
2740 Rt. 10 West, Suite 205
Morris Plains, New Jersey 07950

SOCIAL SECURITY #'s: _____
Husband

Wife

Broker's Name and Address _____

