

When Recorded Mail TO:
J. E. Bonding, Inc.
P.O. Box 485
Higden, AR 72067

This Instrument Prepared by:
Name
Address
City, State and Zip Code

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Mortgage

With Power of Sale (Realty)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ and _____, GRANTORS, for and in consideration of the sum of One Dollar (\$1.00), to GRANTORS in hand paid, the receipt of which is hereby acknowledged, and in consideration of the premises herein set forth, do hereby grant, bargain, sell and convey unto **J.E. Bonding, Inc.** and **Higden**, Arkansas, _____ GRANTEE, and unto GRANTEE'S heirs (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 heirs (successors) and assigns forever, with all appurtenances thereunto belonging; and all rents, income, and profits therefrom after any default herein.

We (I) hereby covert with the said GRANTEE, GRANTEE'S heirs (successors) and assigns, that said lands are free and clear of all encumbrances and liens, (EXCEPT _____) and will forever warrant and defend the title to said property against all lawful claims.

The sale is on the condition, that whereas, GRANTOR is justly indebted unto said GRANTEE in the sum of _____ \$ evidenced by _____ Promissory Note _____ dated _____, 20____, in the sum of \$ _____, bearing interest from date until due at the rate of 0% per annum and thereafter until paid at the rate of 10% per annum, payable as follows:

The Condition of this Mortgage is such, That whereas the said GRANTEE has executed a bail bond on behalf of _____ Defendant, in the County of _____, State of _____, in the amount of _____ Dollars (\$ _____), on the date of _____, 20____. GRANTORS will upon demand, pay the GRANTEE all sums necessary to meet all such claims, liabilities, loss, cost damages, attorney fees, expenses, suits, or judgements against it, and before the penal amount of the bond, or any portion thereof, immediately upon receipt of notice from the GRANTEE that the bond has been declared forfeited by the court, or that any other sums are due GRANTEE. In the event that said defendant should fulfill their obligations to the court and GRANTEE, and the appropriate court exonerates said case or cases then this mortgage would then be null and void.

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 GRANTOR by reason of future advances made hereunder, by purchase or otherwise, to the time of the satisfaction of this mortgage.

In the event of default of payment of any part of said sum, with interest, or upon failure of GRANTORS to perform the agreements contained herein, the GRANTEE, GRANTEE'S heirs (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; and

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 still have a prior lien upon said property for repayment, with interest at the rate of 10% per annum; now.

THEREFORE, if GRANTORS shall pay all indebtedness secured herein, with interest, at the times and in the manner aforesaid, and perform the agreements herein contained, then this conveyance shall be void, in case of nonpayment or failure to perform the agreements herein contained, the said GRANTEE, GRANTEE'S heirs (successors) and assigns, shall have the right and power to take possession of said property herein conveyed and expel any occupant therefrom without process of law; to collect rents and profits and apply same on unpaid indebtedness; and with or without possession to sell said property at public sale, to the highest bidder for cash(or _____), at _____ of _____ County, Arkansas, public notice of the time, terms and place of sale having first been given twenty days by advertising in some newspapers published in said County, by at least three insections, or by notices posted in five public places in the County, at which sale any of the parties hereto, their heirs (successors), or assigns, may bid and purchase as any third person might do; and GRANTORS hereby authorizes the said GRANTEE, GRANTEE'S heirs (successors) or assigns 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 and 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 appraisalment, sale, redemption, homestead and dower under the laws of the State of Arkansas, and especially under the Act approved May 8, 1899, and acts amendatory thereof.

WITNESS _____ Hand and Seal this _____ day of _____, 20 _____

(Seal)
GRANTORS

(Seal)
GRANTORS

ACKNOWLEDGMENT

STATE OF ARKANSAS,

ss.

COUNTY OF _____

On this day personally appeared before me _____ and _____ known to me to be the person _____ whose name _____ are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

WITNESS my hand and official seal on this _____ day of _____, 20 _____.

My commission expires:

(Seal)

Notary Public