

MORTGAGE DEED

This Mortgage is given by _____ (Borrower), whose address is _____, to _____ (Lender), to secure the payment of the principal sum of _____ dollars (\$) together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower, the Borrower does hereby grant and convey to Lender, with mortgage covenants, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, having a street address of and more particularly described as follows:

Borrower further covenants and agrees that:

No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.

In the event that the holder of a senior mortgage does not establish a fund for the payment of insurance, property taxes, and any other such charges which may or may not become a lien against the property, when they become due, Borrower will be required to pay, in addition to and included with each periodic payment due under the Note secured by this Mortgage, a payment sufficient to provide a fund from which the same can be paid by Lender when due.

In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.

As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.

In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

Borrower Date

STATE OF)

COUNTY OF)

Subscribed and sworn before me on this the _____ day of _____, 20__.

Witness my hand and seal.

_____ My commission expires:

Notary Public

Warning:

These forms are provided AS IS. They may not be any good. Even if they are good in one jurisdiction, they may not work in another. And the facts of your situation may make these forms inappropriate for you. They are for informational purposes only, and you should consult an attorney before using them.