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Recording prepared and requested by Maryorie Cueva, And after recording return This document to:

Action Immigration Bonds and Insurance Services, Inc. 1133 SE 3rd Avenue, Ft. Lauderdale, FL 33316 (954) 467-8888

Recorder's Use Only 2007 099137

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2007 DEC 19 AM 10:03

MICHAEL A. BROWN RECORDER

MORTGAGE AGREEMENT (Contingency Mortgage)

KNOW ALL MEN BY THESE PRESENTS, That at the request of

OSCAR ANTONIO OSEGUEDA

(the undersigned, hereinafter referred to as "Mortgagors"), and upon the security hereof, LEXINGTON NATIONAL, a Maryland Corporation, and Action Immigration Bonds and Insurance Services, Inc., a Florida Corporation, herein referred to as Surety, has arranged, executed or continued an appearance bond for OSCAR ANTONIO OSEGUEDA LINARES (Defendant/Principal).

Said bond is in the sum of \$7,500.00 US Dollars.

WITNESSETH, That for ten dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned (jointly and severally, if more than one), absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representative, successors, heirs and assigns as follows:

- 1. The undersigned shall have the Principal/Defendant forthcoming before the Court named in said bond, or in the event of a bindover, the Court to which bound, at the time therein fixed, or as provided by law, and from day to day and term to term thereafter, as may be ordered by such Court.
2. The undersigned shall at all times indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may for any cause at any time directly or indirectly sustain or incur by reason or in consequence of the execution or continuation of said bond and every bond executed in substitution for said bond, with or without the consent of the undersigned. This indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgments, court costs, sheriff's fees, attorney fees and appellate attorney fees, investigation expenses and costs, suit orders and adjudications, recording and filing fees, reward offerings, and incidental expenses incurred in Principal(s) apprehension and return to proper custody. The undersigned shall place the Surety in funds to meet every such loss, cost and expense before the Surety is required to pay the same. This Mortgage is given as security for the Surety in the event it becomes obligated to advance funds in the future as a result of having undertaken the above described bond obligation. It is the intention of the undersigned to allow a present and continuing lien on or interest in the herein described property in the amount of bond first mentioned above plus a sum equal to an additional 25% thereof until the above obligation is terminated and cancelled.
3. The undersigned guarantees the payment of every premium on the bonds described above promptly when due without first requiring the Surety to proceed against the Principal.
4. To secure the payment and performance of every obligation described herein, the undersigned hereby grant, convey and mortgage to the Surety, all of the following described real property, to wit:

APN: 26-34-01170033

Fka: 4638 S HENRY AVE, HAMMOND, IN 46327

Legal: SEE ATTACHED EXHIBIT "A"

This Mortgage Agreement together with the Promissory Note and Indemnity Agreement of even date herewith are intended to secure a bail bond executed in the matter of US Immigration and Naturalization Service vs OSCAR ANTONIO OSEGUEDA LINARES, Case Id#: A-094063871.

Handwritten notes: 16.1, 335-896, 2-02

5. The undersigned fully warrant fee simple title to said property, and shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all persons. The undersigned shall insure said property in form and amount satisfactory to the Surety with a loss payable clause in favor of the Surety.
6. If any sum referred to herein remains unpaid ten (10) days after the same is due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this agreement, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.
7. The undersigned waive all notices and demands and shall pay all costs of collection incurred by the Surety in connection herewith, whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. The acquiescence of the Surety in any default by the undersigned shall not constitute a waiver of such default.
8. The term "Surety" shall include the Surety Company on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements of applicable law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mortgagor(s) has executed these presents on this 27th day of November, 2007.



Signature of Trustor
OSCAR ANTONIO OSEGUEDA
 4638 S HENRY AVE, HAMMOND, ID 46327

Signature of Trustor

Signature of Trustor

Signature of Trustor

State of Indiana

COUNTY OF McHENRY

On this 27th day of November, 2007 before me, the undersigned officer, personally appeared

OSCAR ANTONIO OSEGUEDA,

known to me or who has produced Jail ID as identification and whose name is subscribed to the within Mortgage and who acknowledged to me that HE executed the same.

In Witness Whereof, I hereunto set my hand and official seal.

SEAL



Notary Public
 State of ~~Indiana~~ ^{Illinois}
 County of McHenry

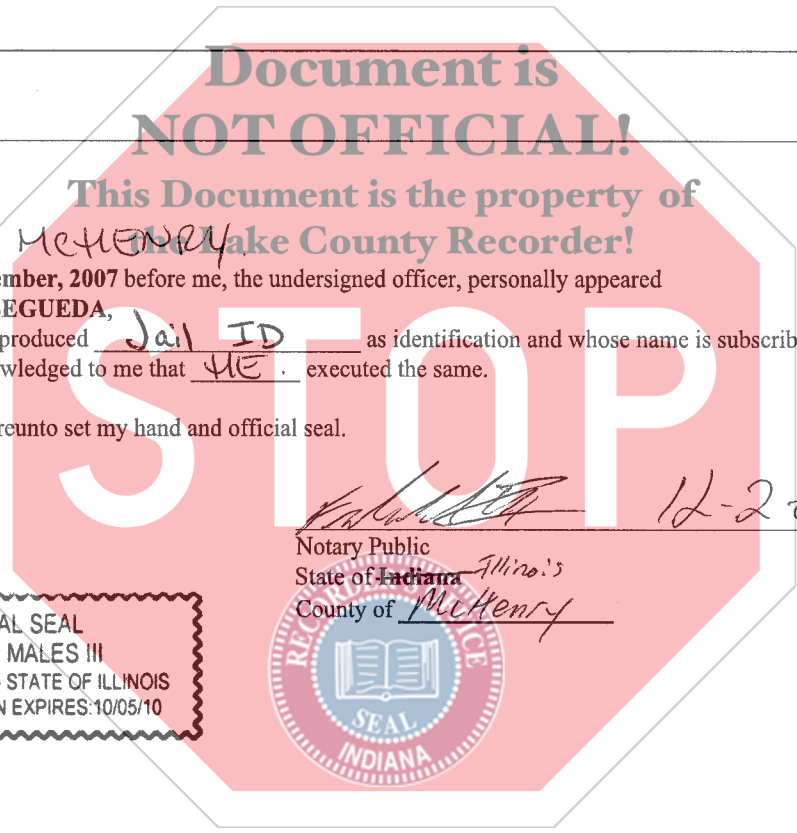


EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE STATE OF INDIANA, COUNTY OF LAKE, WITH A SITUS ADDRESS OF 4638 S HENRY AVE, HAMMOND IN 46327-1566 CURRENTLY OWNED BY OSEGUEDA OSCAR ANTONIO HAVING A TAX ASSESSOR NUMBER OF 26-34-0117-0033 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS HOFFMAN'S 3RD ADD. N.5 FT LOT 29 AND ALL LOTS 30 & 31 BL. 12

LEGAL BLOCK: 12

LEGAL LOT: 29

SUBDIVISION: HOFFMANS 03 ADD/HAMMOND

