

This Instrument Prepared By:  
WILLIAM E. SWATEK  
Attorney at Law  
230 Bearden Road  
Pelham, AL 35124

MORTGAGE DEED

STATE OF ALABAMA     )  
                              )  
SHELBY COUNTY         )

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas,

CAROL M. BLACKWOOD

(hereinafter called "Mortgagors" whether one or more), are justly indebted to

RANGER INSURANCE COMPANY; CYNTHIA'S BAIL BONDING COMPANY;  
CYNTHIA GORDON, AGENT

(hereinafter called "Mortgagee", whether one or more), in the sum of THIRTY-EIGHT THOUSAND AND NO/100TH DOLLARS (\$38,000.00).

And, whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment of said Thirty-Eight Thousand and No/100th Dollars (\$38,000.00) in the event John Manley Blackwood should fail to appear and attend on the first day of court at Jennings, Louisiana and each succeeding sitting of said court in Jefferson Davis Parrish, Louisiana until discharged in course of law, and not depart thence, without leave of the court first had and obtained then this obligation is to be null and void. Otherwise to remain in full force and virtue.

NOW, THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Gross Addition Altadena So 2nd Phase 1st Sector Lot 4 Blk 3  
BH 6 Pg 17 Sec 15 Township 19S Range 2 W Deed DIM 136.37X295.0  
DB 289 P 730 11-21-1974 DB 304 P 913 04-06-1977 BT 12 DB 304  
P B63 04-1977.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said promises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by

Inst # 1996-05400

02/20/1996-05400  
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fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt of said Mortgagee or assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended and/or John Manley Blackwood shall have fulfilled all conditions and obligations of the appearance bond which he signed as principal and mortgagees have signed and executed as surety(s), then in either event this Mortgage Deed and obligation shall be null and void. Should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assign deem best, in front of the Courthouse door of said County, (or the division thereof) where said property is located, as public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents assigns may

Page Three  
Carol M. Blackwood  
Mortgage Deed

bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigned, for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt thereby secured.

IN WITNESS WHEREOF the undersigned have hereunto set their signatures and seals, this 19<sup>th</sup> day of February, 1996.

Carol M. Blackwood  
CAROL M. BLACKWOOD (Seal)

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in said County, in said State, hereby certify that Carol M. Blackwood whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of February, 1996.

Neal Summit  
Notary Public

My Commission Expires 4/24/96

Inst # 1996-05400

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