

MORTGAGE

THE STATE OF ALABAMA, ~~Shelby~~ COUNTY
KNOW ALL MEN, BY THESE PRESENTS:

That, Whereas, the undersigned grantor, Michael A. Rochester
justly indebted to DePoe Bonding, Inc. in the sum
of 54,600.00 DOLLARS
as evidence by _____ promissory waive note _____ bearing even date with this instrument, and due and payable

And being desirous of securing the punctual payment of said note _____ at maturity _____ have this day
granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said _____
his heirs and assigns, the following described property, situated in
~~Shelby~~ County, and State of Alabama, to-wit:

Shelby
Michael A. Rochester - 6063 Hy 25, Montevallo, AL
35115. 28 ACRES MORE OR LESS, HOME ON Hy
25 EAST OF MONTEVALLO.

E 1/2 FR S 27 T 22S R 03W
28.71 AC

S 02, T 24N, R 12E 17.0 AC

S 26, T 22S, R 03W 440' X 200'

Parcel ID# 277360001004000 - S 26, T 22S, R 03W
440' X 200'

warranted free from all encumbrance and against any adverse claims.
TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and
appurtenances thereto belonging or in anywise appertaining to the same, to the said DePoe Bonding, Inc.
his heirs and assigns forever.

Now, the conditions of the above conveyances are such that if _____ pay or cause to be paid the hereinbefore described note
when the same fall due, then this conveyance is to cease and to be void; but should _____ make default in the payment of
said note _____ in whole or in part at maturity, then the said DePoe Bonding, Inc.

his agent or attorney or his assigns, their agent or attorney, may take possession of said property and with or without possession, sell
the same either on the premises or at the Court House door of said County, at public outcry, to the highest bidder for cash, after
having given twenty days' notice of the time, place and terms of such sale, by posting notices at three public places in said County and
apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and con-
veyances, including a reasonable attorney's fee. Second, to the payment of what may be due on the hereinbefore described note
and the surplus, if any, to be turned over to _____ or _____ legal representatives.

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein
contained, the said _____, his agent or assigns, may be bidders for
and purchasers of said property or any part thereof and in the event of any purchase by the said _____
or his agents or assigns, at such sale, the agent or attorney making
the sale is hereby authorized and empowered to execute to him or them a property conveyance for the lands so purchased. And _____
will for _____ heirs and administrators, covenant with the said _____
his heirs and assigns, that _____ will warrant the titles so made,
and forever defend him in the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever.
_____ agree to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same be-
comes delinquent.

Given under _____ hand _____ and seal _____ this the 6th day of October 1998.
WITNESS: Michael A. Rochester (SEAL)
(SEAL)
(SEAL)

THE STATE OF ALABAMA, ~~Shelby~~ COUNTY

Robin Marie Patterson _____, in and for said County and State, hereby certify that
Michael A. Rochester 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, has executed the same voluntarily on the day the same bears date.
Given under my hand, this 6 day of October 1998

Robin Marie Patterson
2-27-2002

THE STATE OF ALABAMA, CHILTON COUNTY

_____, in and for said County and State, hereby certify that
on the _____ day of _____, 19____, came before me the 1998-42785
known to me (or made known to me) to be the wife of the within named _____, who, being by me examined
separate and apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of
her own free will and accord, and without fear, constraint or threats on the part of her husband.
In Witness Whereof, I hereunto set my hand, this the _____ day of _____, 19____.

10/30/1998-42785
12:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CRH 90.40