

This instrument was prepared by

(Name) ✓ Judy Bates

(Address) 200 Co. Rd. 405 Shelby, AL 35143

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL BY THESE PRESENTS: That Whereas,

Chris Higgins + Belinda Higgins

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

A DAVENPORT BONDING, INC.

(hereinafter called "Mortgagee", whether one or more, in the sum

of Twenty Five Thousand and 00/100

Dollars

(\$ 25,000.00

), evidenced by a promissory note(s) of even date and indemnity agreement of even date

September 5, 2001

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Chris Higgins +

Belinda Higgins

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:

" See Exhibit A "

Inst # 2001-38167

09/05/2001-38167
09:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 MSB 54.50

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, he undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, 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 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 to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be a 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 for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of enforcement of any prior lien or encumbrance 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 assigns deem best, in front of the Court House door of said County, (or a division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply all 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 be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall have not full 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 Mortgagor and the undersigned further agree that said Mortgagee, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

have hereunto set signature and seal, this 5th day of September, 2001

Chris Higgins

(SEAL)

Belinda Higgins
THE STATE OF Alabama) COUNTY Shelby,

I, Judy Bates, a Notary Public in and for said County, in said State, hereby certify that Belinda Higgins + Chris Higgins whose name(s) signed to the foregoing conveyance, and who is/are known to me acknowledge before me on this day, that being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of September, 2001

Judy Bates, Notary Public

THE STATE OF _____ COUNTY _____

I, _____, a Notary public in and for said County, in said State, hereby certify that

whose name as _____ of A Davenport Bonding, Inc., 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 such conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the _____ day of _____, 20

_____, Notary Public

To

MORTGAGE
DEED

Exhibit A

\$500.00

SEND TAX NOTICE TO:

(Name) Chris Higgins and Belinda Higgins

324-Rockhill Drive

(Address) Shelby, AL 35143

This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

Form 1-18 Rev. 1/88

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE AND NO/100 (\$1.00) AND OTHER GOOD & VALUABLE CONSIDERATIONS DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Susan Michelle Pearson, a married woman

(herein referred to as grantors) do grant, bargain, sell and convey unto

Chris Higgins and sister, Belinda Higgins

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:

Starting at the Southwest corner of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 11, run North along the West line of said Section 11 65.11 feet to the point of beginning, being in the center of a public road; run thence North a distance of 742.61 feet along the West line of said Section 11 to a point; thence run East a distance of 342.5 feet along the South property line of Lovis L. Kinman to the point of beginning of the property herein conveyed; thence turn to the right and run Southerly and Southwesterly along the centerline of said public road a distance of 208.71 feet to a point; thence turn to the right and run Westerly parallel with the South property line of Lovis L. Kinman property a distance of 417.42 feet to a point; thence turn to the right and run Northeasterly parallel with the centerline of the public road a distance of 208.71 feet, more or less, to a point on the Northern boundary of grantor's property, which said point is also located on the south property line of the Lovis L. Kinman property; thence turn to the right and run Easterly along the North boundary of grantor's property a distance of 417.42 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 24 North, Range 15 East, Shelby County, Alabama.

The hereinabove described property constitutes no part of the homestead of the grantor or the grantor's spouse.

08/30/1994-26868
02:07 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 SNA 9.00

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this 26th

day of August, 19 94.

WITNESS:

(Seal) Susan Michelle Pearson (Seal)
Susan Michelle Pearson (Seal)
(Seal) (Seal)

STATE OF ALABAMA

SHELBY

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Susan Michelle Pearson, a married woman 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of August, A. D., 19 94

Peggy J. Peterson
Notary Public

P.O. Box 51
Shelby, AL 35143

Inst # 1994-26868

Inst # 2001-38167

09/05/2001-38167

09:44 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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