Prepared By Terry Letter

STATE OF ALABAMA \\
COUNTY OF Shelly

201003050000065570 1/4 \$122.00 Shelby Cnty Judge of Probate, AL 03/05/2010 03:40:57 PM FILED/CERT

MORTGAGE

KNO	W ALL MEN BY T	HESE PRESENTS, tha	t Rub X	6.	Mrzks	·
			and	ther one or	more), for and in consid	eration of
the sum of	V8,000	- SIXTY Eigh	t Thousan	<u>d</u>	D	OLLARS
mortgagee, at to said mortga surrendered,	nereinafter called to not for the further plage by mortgago	he mortgagee (whether urpose of securing to the at the time of the exect, BARGAIN, SELL, and	or more), and for ne mortgagee any ution hereof, or at	the purpose other sums any time be	e of securing said amount of money which may be sfore the same is cancel ee that certain real propaga. State of Alabama, or securing the same is cancel and s	nt to said e owing led or erty
	ATTACI	750				
						1
This Mortgag	e is given as colla	teral for Bond No			scse w, m	iarks
Court of S	helby	County, Alabama, and	in the $\frac{O}{S}$ shall be cancelled		bligations arising from the	his matter
have been sa	tisfied with no loss	to the mortgagee.				
	ER WITH all and some onging or in anywi		bers, privileges, te	enements, h	ereditaments and appur	tenances
TO HAVE and assigns,		he above described pro	perty unto the said	d mortgagee	e, mortgagee's heirs, su	ccessors
in fee simple the same, the the title to and	in and to said propert the same is freed of possession of said unto their respection.	perty, is in the peaceable from all encumbrances aid property unto said m	e possession there and mortgager do ortgagee, unto the	eof and has bes hereby verices and has	s seized of an indefeasible a perfect right to sell an warrant and will forever at any foreclosure sale ful claims of all persons	d convey defend
when due the limited to pro	indebtedness me missory note for th	ntioned above accordin	g to the terms of to the second of the secon	hose certair ement and o	ortgagor shall well and to agreements, including ther contracts of even d	but not
One lump	sum installment o percent (ents;			•	h interest thereon at the ns of said promissory no	
mortgagee at keep and per become null a	the time of the exform the other covand void, otherwise	ecution hereof, or at any enants and agreements the the same shall be and	y time before the some herein set out an le remain in full force	same is can d provided, ce and effect	t, which may be owing to celled or surrendered, a then these presents sha t. ening of a default in the	nd shall all be and
of said note o	r upon default in t	ne performance of any o	of the obligations i	mposed on	ening or a derault in the said mortgagors, at more payable, and/or to take	tgagee's

possession of said property, and/or to sell the same at the front door of the Courthouse of the county where said

property is located, at auction for cash after giving notice of the time, place and terms of sale by advertisement

published once a week for three consecutive weeks in a newspaper in general circulation in said county, and to make proper conveyance to the purchaser at such sale in the name of the mortgagor; and the proceeds of said sale to apply; first to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees; second; to the payment of any and all debts; obligations and liabilities hereby secured, whether due or not, with the unpaid interest thereon the date of sale; and any amount that may be due the mortgagee by virtue of any of the special liens or agreements herein contained; and third, the balance, if any to be paid over to the said mortgagor.

At any sale under the powers herein contained, the mortgagee may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the mortgagor.

Mortgagor hereby agrees so long as any part of the indebtedness hereby secured, or the interest thereon, remains unpaid, as follows;

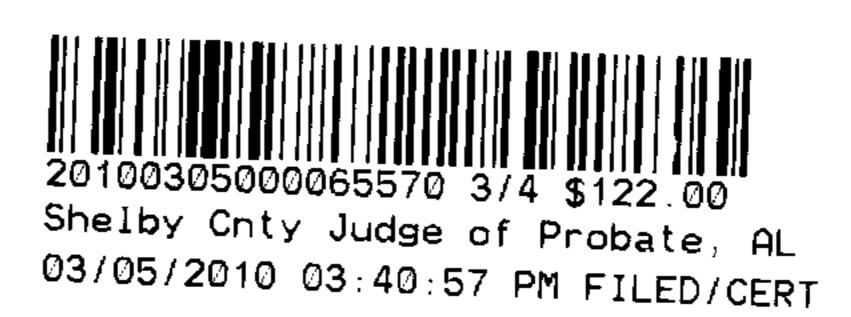
- 1. To keep the improvements on said property, or those hereafter erected on said property, in good repair and insured against fire, and all physical loss, in such amount, as may be required by mortgagee, with loss, if any, payable to mortgagee as mortgagee's interest may appear.
- 2. To pay promptly all taxes, assessments, liens, or other charges which may be or become effective against said property, together with penalties, costs and other expenses incurred or which may accrue in connection therewith; and if this mortgage is subordinate to any prior mortgage or lien, to make all payments and do all things required by such prior mortgage or liens as to keep the same from becoming in default.
- 3. That if mortgagee shall, upon the happening of any default hereunder, employ an attorney to collect any sums hereby secured, by litigation or otherwise, or to foreclose this mortgage under the power of sale herein, or by court action, or to defend any action to restrain or set aside any such foreclosure, or in connection with any action for an accounting arising under this mortgage(whether filed by mortgagor or mortgagee), or to otherwise enforce or defend the provisions hereof or those of the promissory note and other agreements secured hereby, to pay all reasonable costs, expenses, and attorney's fees, and any such costs, expenses and attorney's fees shall be an additional lien on said property secured by this mortgage, and may also be included in any judgment or decree rendered in connection with any such litigation.
- 4. That in the event of litigation arising over the title to, or possession of said property, the mortgagee may prosecute or defend said litigation, and any sum expended by mortgagee in this behalf shall be an additional lien on said property secured by this mortgage.
- 5. That if the mortgagor fails to perform any of the duties herein specified the mortgagee may perform the same, and any sum expended by the mortgagee in this behalf shall be an additional lien on said property by this mortgage.
- 6. If there is a mortgage or other encumbrance on the title to said property, which has priority over the lien conveyed or reserved herein, any default in the payment of the debt secured by such prior encumbrance or in the performance of any obligation in the instrument creating such prior encumbrance shall constitute a default under the provisions of this instrument.
- 7. The singular shall include the plural and the masculine, the feminine and neuter; and specifically the word "mortgagor" shall include one or more and the "mortgagee" shall include one or more and shall also include the survivor of the mortgagees when the granting clause hereof includes the survivor of the mortgagees.
- 8. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their respective heirs, personal representatives, successors and assigns.
- 9. The mortgagor shall not sell or transfer title to the property described herein, nor allows or makes any change in possession thereof, without the written approval of the mortgagee, and any violation of this provision shall constitute a default hereunder and, at the option of mortgagee, all amounts secured by this mortgage shall become due and payable. Should such written approval be granted the mortgagee shall have the right to make a reasonable charge for his services in effecting the change of records reflecting the new ownership.

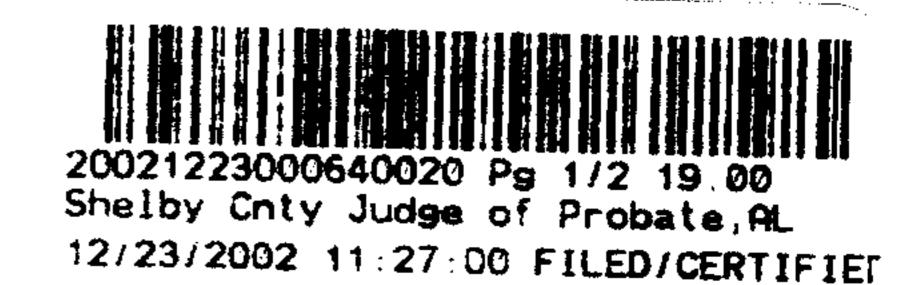
IN WITNESS WHEREOF, the aforesaid mortgagor(s) has/have hereunto set his/h	ner hand(s) and seal(s) this the
Ruby Marks	
Rufey Marks	
STATE OF ALABAMA COUNTY OF Shelby	
instrument, and who is/are known to me, acknowledged before me on this day that	e(s) is/are signed to the foregoing at, being informed of the contents of
Given under my hand and official seal this the day of day of	March, 2010
NOTARY PUBLIC Kelly B. Mullin	
My Commission Expires: Notary Public State At Large [AFFIX SEAL] Commission Expires	20100305000065570 2/4 \$122.00
June 28, 2013	Shelby Cnty Judge of Probate, AL 03/05/2010 03:40:57 PM FILED/CERT

This instrument prepared by G. M. Freeman, Atty., 2711 Moody Parkway, Suite Two, Moody, Al. 35004, (205)640-7018.

QUIT CLAIM DEED

STATE OF ALABAMA)
SHELBY COUNTY)





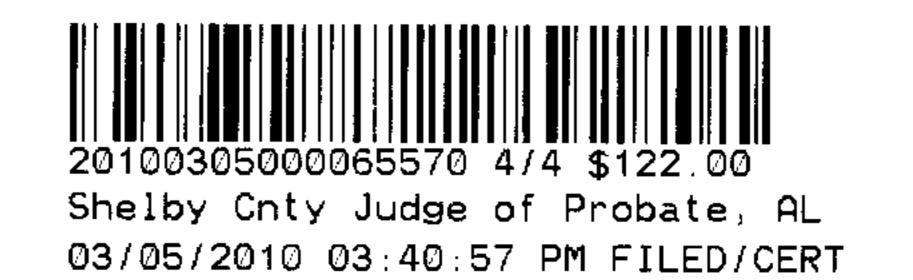
KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned HERBERT R. MARKS, a married man, (hereinafter called grantor), hereby remises, releases, quit claims, grants, sells, and conveys to RUBY G. MARKS, a widow, (hereinafter called Grantee), all of his right, title, interest and claim in and to the following described real estate, situated in SHELBY County, Alabama, to-wit:

THE NE 1/4 OF THE NE 1/4, THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34, AND THE S 1/2 OF THE S 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 1 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34, GO SOUTH 00 DEGREES 08 MINUTES 17 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID 1/4-1/4 SECTION FOR 1323.90 FEET TO THE SE CORNER OF SAID 1/4-1/4 SECTION; THENCE NORTH 89 DEGREES 13 MINUTES 28 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID 1/4-1/4 SECTION FOR 1322.45 FEET TO THE SE CORNER OF THE SE 1/4 OF NW 1/4 OF THE NE 1/4 OF SECTION 34; THENCE CONTINUE NORTH 89 DEGREES 13 MINUTES 28 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID SE 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34 FOR 661.22 FEET TO THE SW CORNER OF SAID 1/4-1/4-1/4 SECTION; THENCE NORTH 00 DEGREES 15 MINUTES 02

Mrs. Ruby 6. Marke 2828 Minora Rd.

OUIT CLAIM DEED MARKS TO MARKS PAGE TWO



20021223000640020 Pg 2/2 19.00 Shelby Cnty Judge of Probate, AL 12/23/2002 11:27:00 FILED/CERTIFIED

SECONDS EAST ALONG THE WEST BOUNDARY OF SAID 1/4-1/4-1/4 SECTION FOR 660.15 FEET TO THE NW CORNER OF SAID 1/4-1/4-1/4 SECTION; THENCE SOUTH 89 DEGREES 49 MINUTES 49 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID 1/4-1/4-1/4 SECTION FOR 659.13 FEET TO THE WEST BOUNDARY OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34; THENCE NORTH 00 DEGREES 04 MINUTES 23 SECONDS EAST ALONG SAID WEST BOUNDARY FOR 667.14 FEET TO AN EXISTING IRON PIN AND THE SW CORNER OF THE S 1/2 OF THE S 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 27; THENCE NORTH 00 DEGREES 10 MINUTES 55 SECONDS EAST ALONG THE WEST BOUNDARY OF SAID S 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 SECTION FOR 327.31 FEET TO THE NW CORNER OF SAID S 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4, SECTION; THENCE SOUTH 88 DEGREES 55 MINUTES 11 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID S 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4, SECTION FOR 1324.86 FEET TO THE NE CORNER OF SAID S 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 SECTION; THENCE SOUTH 00 DEGREES 19 MINUTES 07 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID S 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 SECTION FOR 330.61 FEET TO THE POINT OF BEGINNING. To have and to hold unto the said Grantee forever.

Given under my	hand and seal, this 22^{max}	_day of
Ctobar	2002	
	Herbat R. Mark	,
	HERBERT R. MARKS	

STATE OF WASHINGTON)
COUNTY OF TOWN()

Before me, the undersigned authority, in and for said County and State, personally appeared HERBERT R. MARKS, a married man, to me known, who, being first duly sworn, depose and say that, being informed of the contents of said deed, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the day of the Notary Public Notary Public