

7130

This instrument was prepared by

(Name) John E. Mays

(Address) P.O. Box 655, Decatur, AL 35602

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

DAVID AND ANNETTE CLECKLER, HUSBAND AND WIFE

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

✓ LARRY WHITE, PRESIDENT OF GENERAL BONDING, INC.

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

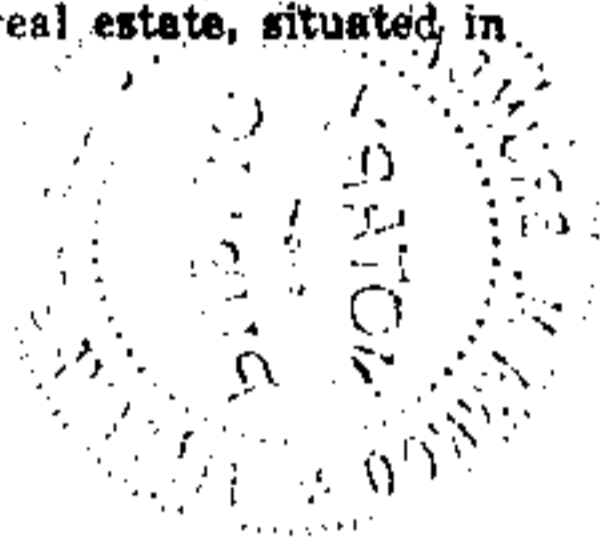
of Thirty Three Thousand Seventy Nine and 51/100 Dollars  
(\$ 33,079.51), evidenced by An Appearance bond upon William F. Brown returnable to the State of Alabama to appear before the Circuit Court of Morgan County, Alabama, in the amount of \$150,000 on a charge of Trafficking in Cannabis and Cocaine.

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, DAVID AND ANNETTE CLECKLER, HUSBAND AND WIFE

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 ADDENDUM)



BOOK 448 PAGE 603

2904 Hunterwood Dr.  
Decatur, AL 35603

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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 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 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 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 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 assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at 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 or assigns may 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 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 DAVID AND ANNETTE CLECKLER, HUSBAND AND WIFE

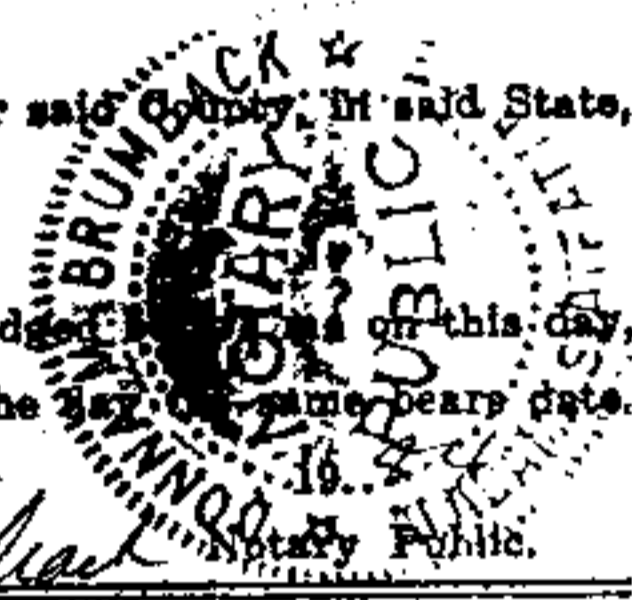
have hereunto set *our* signatures and seal, this *27<sup>th</sup>* day of *February*, 19*84*  
*David S. Cleckler* (SEAL)  
*Annette Cleckler* (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

BOOK 448 PAGE 604

THE STATE of ALABAMA }  
SHELBY COUNTY }

I, DONNA M. BRUMBACK, a Notary Public in and for said County, in said State, hereby certify that DAVID AND ANNETTE CLECKLER, HUSBAND AND WIFE

whose name ARE signed to the foregoing conveyance, and who ARE known to me acknowledged on this day, that being informed of the contents of the conveyance THEY executed the same voluntarily on the *27<sup>th</sup>* day of *February*, 19*84*.  
Given under my hand and official seal this *27<sup>th</sup>* day of *February*, 19*84*.  
*Donna M. Brumback* 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 corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  
Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_, Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

(ADDENDUM)

BOOK 448 PAGE 605

Commence at an old iron pin which is the SW corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 24, Township 19 South, Range 3 West, thence from said quarter corner run in an easterly direction along the south line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section, a distance of 184.5 feet to an iron pin set on the easterly line of the old Acton Railroad Bed (now abandoned and used as public road maintained by Shelby County) with said pin being the point of beginning of the lands hereinafter described; thence from said point of beginning continue in an easterly direction, along said south  $\frac{1}{4}$ - $\frac{1}{4}$  line a distance of 456.25 feet, more or less, to an iron pin found; thence with an angle of 90 degrees 53 min. to the left run in a northerly direction of 420.0 more or less, to a point, thence with an angle of 89 deg. 06 min. to the left run in a westerly direction a distance of 50.2 feet more or less to the heretofore described easterly line of the Old Acton Road Bed; thence with an angle to the left of 45 deg. 59 min., more or less, run in a southwesterly direction along said easterly line of the Old Acton Road Bed a distance of 584.13 feet, more or less to the point of beginning, with aforesaid lands; situated in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1984 MAY 15 AM 9:07

*Thomas W. Anderson, Jr.*  
JUDGE OF COURSE

*Mtg TAX* \$9.65  
*Rec* 4.50  
*Jud* 1.00  

---

\$5.15