

This instrument was prepared by

014230

(Name).....A. & S. Bail Bonding Co., Inc.....

(Address).....422 6th Avenue South, Birmingham, AL 35205.....

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gladys Elmore and Lee Elmore

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
A & S Bail Bonding Co., Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum
of One thousand and 00/100----- Dollars
(\$ *1,000.00*), evidenced by a promissory note(s) of even date and indemnity
agreement of even date

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,
Gladys Elmore and Lee Elmore

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:

Property described on Exhibit "A" attached hereto and made part and parcel
hereof as fully as if set out herein which said Exhibit "a" is signed by
mortgagors for the purpose of identification.

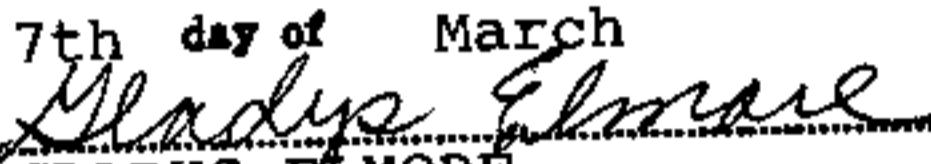
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagor, Mortgagor'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 Mortgagor may at Mortgagor'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 Mortgagor, with loss, if any, payable to said Mortgagor; as Mortgagor's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagor; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagor, then the said Mortgagor, or assigns, may at Mortgagor's option insure said property for said sum, for Mortgagor's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagor 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 Mortgagor, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagor or assigns for any amounts Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor, 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 Mortgagor, 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 Mortgagor 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

Gladys Elmore and Lee Elmore

have hereunto set signature and seal, this 17th day of March , 19 92

GLADYS ELMORE(SEAL)

.....(SEAL)
.....(SEAL)
.....(SEAL)

THE STATE of ALABAMA }
JEFFERSON COUNTY }
I, Elaine Engle , a Notary Public in and for said County, in said State,
hereby certify that Gladys Elmore ~~executed 3/17/92~~
whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day,
that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 17th day of March , 19 92
Elaine Engle Notary Public

THE STATE of } My comm. expires: 2/24/96
COUNTY } , a Notary Public in and for said County, in said State,
I,
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 Services Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

EXHIBIT "A"

Commence at the NW corner of the S 1/2 of the SE 1/4 of the SW 1/4 of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama and run thence South along the West line of said 1/4 1/4 section a distance of 92.26 feet to a point; thence turn left 84 deg. 26 mins. and run Southeasterly a distance of 300.0 feet to a point; thence turn right 84 deg. 26 mins. and run South a distance of 309.02 feet to the point of beginning of the property herein conveyed; thence turn right an angle of 87 deg. 31 mins. and run Westerly a distance of 128 feet more or less to a point in the center of the existing gravel road; thence turn to the left and run Southwesterly along the centerline of said gravel road following the meanderings thereof a distance of 230 feet more or less to a point on the Southern boundary of Grantors' property, which said point is also located on the North right-of-way line of Shelby County Highway #83; thence turn to the left and run Easterly along the Northern boundary of said Shelby County Highway #83 right-of-way a distance of 162 feet more or less to a point which is the Southeast corner of Grantors' property; thence turn to the left and run Northerly along the Eastern boundary of Grantors' property a distance of 230 feet to point of beginning of the property herein described, the property herein conveyed containing 0.75 acre, more or less.

Grantors reserve in favor of themselves, their heirs, successors and assigns forever an easement or right-of-way over the existing gravel road leading Northerly from Shelby County Highway #83, the centerline of which said road forms the Western boundary of the property herein conveyed, said right-of-way being for the purpose of ingress and egress and installation of utilities and being ten feet either side of the centerline and ten feet Easterly from the Western boundary of the property herein conveyed.

SIGNATURE FOR PURPOSE OF
IDENTIFICATION

Gladys Elmore

04/09/1992 3869
11-17 SHELBY COUNTY JUDGE APPROVED
003 MCD 13.00