

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That whereas Eason Mitchell, hereinafter called Mortgagor, is justly indebted to the Circuit Clerk of Shelby County, Alabama, hereinafter called the Mortgagee, in the sum of One Hundred Ninety-Five Thousand Dollars (\$195,000) according to the terms and conditions set out herein.

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

NOW THEREFORE, in consideration of the premises, the Mortgagor does hereby grant, bargain and convey unto the Mortgagee, all of said Mortgagor's right, title and interest in the following described real property located in Shelby County, Alabama, to wit:

Lot 14, according to the survey of Chase Park Estates as recorded in Map Book 11, Page 39, in the Probate Court of Shelby County, Alabama;

and

160 acres more or less, being more particularly described as the NW 1/4 of Section 2, Township 24 North, Range 15E as recorded in Deed Book 314 Page 238 in the Probate Court of Shelby County.

TO HAVE AND TO HOLD the above granted property unto said Mortgagee, Mortgagee's successors and assigns forever.

The Mortgagor understands and agrees that this mortgage is given to secure three appearance bonds for Eason Mitchell in three criminal indictments presently pending in the Circuit Court of Shelby County, Alabama. Mortgagor further understands and agrees that if Eason Mitchell should fail to appear in the Circuit Court of Shelby County, Alabama as that Court may, from time to time direct, then the Mortgagee herein may exercise its rights herein as a condition of default. But, if the said Eason Mitchell shall appear in the Circuit Court of Shelby County from time to time as said Court directs, then said Mortgagor shall be duly exonerated as surety on said bond, and this mortgage shall be null and void.

In Witness Whereof, the undersigned has hereunto set his signature and seal this the 4th day of March, 1994.


EASON MITCHELL

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that EASON MITCHELL, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of March, 1994.


Dennis Goggins
Notary Public
My Commission Expires: 8/29/95

2024 Tammell Chase Drive, Hoover AL 35224

Inst # 1994-07206

03/04/1994-07206
02:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
TERESA MEL