

130195-Hardin, Stephen

35

This instrument was prepared by

(Name) A & S Bail Bonding Co

(Address) 422 6th Ave South Bkrm AL 35205

Form 1-1-25 Rev. 1-44

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kenneth W + Sharon D (wife)  
Weldon

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

A & S Bail Bonding Company, Inc.

of Sixteen Thousand (hereinafter called "Mortgages", whether one or more), in the sum  
(\$ 16,000.00 ), evidenced by a promissory note(s) of even date and indemnity  
agreement of even date Dollars

Inst # 1996-14123

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,

Kenneth W + Sharon D (wife)  
Weldon

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:

Parcel ID 126240000009 Inst # 1996-14123

34 Charming Rd  
Helen AL 35080

05/01/1996-14123  
09:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 35.00

Comm SW Cor SE 1/4 SW 1/4 S24 T20  
S R4W N450.5 E 337.46 S150 SWly  
391.6 TO Beg S24 T20S R4W  
Daim 391.6 X 450.5 IRR  
R B 374 P412 11/19/92

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

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.

have hereunto set their signature and seal, this 14th day of Sept, 19 95  
Witnesses (2 required without notary)  
Nancy E. Gurdham Kenneth Weldon (SEAL)  
Sharon D. Weldon (SEAL)  
(SEAL)  
(SEAL)

I, Maury E. Spedman, a Notary Public in and for said County, in said State,  
hereby certify that Kenneth W and Sharon D Wildon

whose name *are* signed to the foregoing conveyance, and who *are* known to me acknowledged before me on this day, that being informed of the contents of the conveyance *have* executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14<sup>th</sup> day of September, 19 95  
May I Friedman 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:**

OT

# MORTGAGE DEAD

Inst # 1996-14123

05/01/1996-14123  
09:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 35.00

**THIS FORM FROM**  
**Lawyers Title Insurance Corporation**  
*Fide Guaratee Division*  
**TITLE INSURANCE -- ABSTRACTS**  
**Birmingham, Alabama**