This instrument was prepared by

(Name) GLENN WADE

(Address) 131 Highway 95 Helena, Al 35080

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MC NEIL MACKIE

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

GLEN WADE BONDING COMPANY

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

of Ten Thousand & 100 Dollars

($10,100), 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,

MC NEIL MACKIE

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:

SECT 1 (01) TOWNSHIP 1 (21S) RANGE 1 (03W)

SECT 2 (00) TOWNSHIP 2 (00) RANGE 2 (00)

SECT 3 (00) TOWNSHIP 3 (00) RANGE 3 (00)

LOT DIM 1 (142.00) LOT DIM 2 (660.00 ACRES (2.600) SQ. FT. (113,256.0000)

BEG SE COR SE1/4 NW1/4, W415(S) TO POB; N417.4 NE354.59 SW270(S) S660(S) E142(S) TO POB

Inst # 1998-34969

09/08/1998-34969
10:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 28.65

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

have hereunto set signature and seal, this 31 **day of** Aug **, 19** 94

Witnesses (2 required without notary)

Mackie McNeil ______________________________ **(SEAL)**

____

THE STATE OF ALA **COUNTY** Shelby

I, ______________________________ **, a Notary Public in and for said County, in said State,**

hereby certify that MCNEIL MACKIE

whose name(s) signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day, that being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 **day of** AUG **, 19** 94

______________________________ **, Notary Public**

THE STATE OF Alabama **COUNTY** Shelby

I, Willie J. Montgomery , a Notary Public in and for said County, in said State, hereby certify that

whose name as   of Glen Wade Bonding Company, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 4th day of Sept , 1998

Willie J. Montgomery , Notary Public

TO

MORTGAGE DEED

P R O P E R T Y   I N Q U I R Y

PARCEL # 99 23-1-01-2-004-019.000 SUPP 000   LAND VALUE 10% [10,100]
CORPORATION [ ]   LAND VALUE 20% [ ]

Inst # 1998-34969

NAME 1 [MCNEIL MACKIE]   CURR USE VALUE [ ]
NAME 2 [ ]   COM IMP #1 [ ] [ ]
ADDR 1 [P O BOX 781]   COM IMP #2 [ ] [ ]
ADDR 2 [ ]   COM IMP #3 [ ] [ ]
CITY [ALABASTER] [AL] [35007]   COM IMP #4 [ ] [ ]

EXEMPT CODE [ ] [ ]   MUN CODE [2]   IMP #1 [ ] [ ]
OVER 65 CODE [ ] [ ] EXM OVERRIDE AMT [ ]   IMP #2 [ ] [ ]
PROPERTY CLASS [2]   SCH DIST [2] HS YR [ ]?IMP #3 [ ] [ ]
CLASS USE [MH'S PARKED HERE] FF [ ]   IMP #4 [ ] [ ]
SALES PRICE [ ] OVR ASD VALUE [ ]   IMP #5 [ ] [ ]
FOREST ACRES [ ]   IMP #6 [ ] [ ]

PREV YR VALUE [10,100] BOE VALUE [ ]

PROP ADR [ ]
MISC 1 [RB 132 P 812;]
MISC 2 [ ]

REC DD [1997] [00002527] DATE [1/24/97] REC DD [ ] [ ] DATE [ ]
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REC DD [ ] [ ] DATE [ ] REC DD [ ] [ ] DATE [ ]

MAP # [23-1-01-2-000] CODE1 [ ] CODE2 [ ]
SUBD1 [ ]
SUBD2 [ ]
MAP BOOK1 [ ] PAGE1 [ ] BOOK2 [ ] PAGE2 [ ]
PRIMARY LOT [ ] PRIMARY BLK [000] SECOND LOT [ ] SECOND BLK [000]
MEMO1 [ ]
MEMO2 [ ]
SECT1 [01] TOWNSHIP1 [21S] RANGE1 [03W]
SECT2 [00] TOWNSHIP2 [00] RANGE2 [00]
SECT3 [00] TOWNSHIP3 [00] RANGE3 [00]
LOT DIM1 [142.00] LOT DIM2 [660.00] ACRES [2.600] SQ FT [113,256.0000]

** METES & BOUNDS **

BEG SE COR SE1/4 NW1/4, W415(S) TO POB; N417.4 N[...] SW270(S) S660(S)
E142(S) TO POB
[

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TAX SALE1 [SOLD 5/12/93 FOR 92 TAX FROM YOUNG, LINDA & MACKIE MCNEIL DOC 33]
TAX SALE2 [REDEEMED 10-15-96 BY #40233]