

This instrument was prepared by

(Name) Leverne Carden

(Address) 4580 Hwy 71

Shelby AL 35743

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

COUNTY Shelby

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

AL BONDING CO., INC.

K.O. Maynard (hereinafter called "Mortgages", whether one or more, in the sum

Patricia Maynard of Seventy-five Thousand & ⁰⁰/₁₀₀ Dollars

\$ 75,000), 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,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in _____ County, State of Alabama, to-wit:

1817 Chandcroft Dr.
Pelham AL 35124

See exhibit A.

Inst # 1999-08212

03/01/1999-08212
10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NWS 126.00

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 agree 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 1st day of March, 1999
Witnesses (2 required without notary)

K. O. Maynard (SEAL)
Patricia A. Maynard

THE STATE OF _____ COUNTY _____

I, Debra E. Smith, a Notary Public in and for said County, in said State, hereby certify that K. O. Maynard and Patricia A. Maynard 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 1st day of March, 1999

Debra E. Smith, Notary Public
EX. 644, 21, 2001

THE STATE OF _____ COUNTY _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____ of AL Bonding Co., Inc. is signed to the foregoing conveyance, and whose name as _____ 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 _____ day of _____, 19 _____

_____, Notary Public

Exhibit A

THIS INSTRUMENT PREPARED BY:

Jack H. Harrison
1453 First National-Southern Nat. Bldg.
Birmingham, Alabama 35203

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR ALABAMA TITLE CO., INC.

11057

State of Alabama

Know All Men By These Presents,

JEFFERSON COUNTY

That in consideration of Twenty Thousand Seven Hundred Sixty-eight (\$20,768.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged we,

Jimmie R. Lynch and wife, Sharon A. Lynch,

(herein referred to as grantors) do grant, bargain, sell and convey unto

Kenneth C. Maynard and wife, Patricia A. Maynard,

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 6, according to the Survey of Chandalar South, First Sector, as recorded in Map Book 5, Page 106, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

1. Current taxes.
2. Building set back line and easements as shown by record plat.
3. Restrictive covenants as to underground cables in Misc. Book 2, page 707.
4. Agreements with Alabama Power Co. in Deed Book 277, Page 471.
5. Easements to Alabama Power Co. in Deed Book 278, Page 477.

As a part of the consideration for the execution of this conveyance, the grantees herein do hereby assume and agree to pay that certain mortgage to Jefferson Federal Savings & Loan Association of Birmingham in Mortgage Book 337, Page 583, recorded in the Probate Office of Shelby County, Alabama.

Inst # 1999-08212

117 JUL 18 AM 9 16

Deed Tax - 21.00
Rec. 13.00
Ded. 10.00
28.50

03/01/1999-08212
10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NWB 126.00

JUDGE OF PROBATE

TO HAVE AND TO HOLD, to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And ~~k~~(we) do, for ~~myself~~ (ourselves) and for ~~my~~ (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that ~~myself~~ (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances

that ~~I~~(we) have a good right to sell and convey the same as aforesaid, that ~~by~~(we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set OUR hand and seal S, this 2nd day of July, 1977

WITNESS:

Jimmie R. Lynch
Sharon A. Lynch

State of ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jimmie R. Lynch and wife, Sharon A. Lynch, whose names 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of July, A.D. 1977.

JACK H. HARRISON

SUITE 1453

1453 FIRST NATIONAL BUILDING