

This instrument was prepared by

(Name) Judy Bates

(Address) 200 Co Rd 405 Shelby, AL 35143

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Wherein

Johnnie Nixon, Jr.

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

DAVENPORT BONDING COMPANY

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

of Eighty Thousand and ⁰⁰/₁₀₀ Dollars

\$ 80,000⁰⁰), evidenced by a promissory note(s) of even date and indemnity agreement of even date

March 12, 1999

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,

Johnnie Nixon, Jr.

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:

✓ Cohill Drive
Alabaster, AL 35007

See Exhibit 'A' for description of property

Inst # 1999-10647

03/12/1999-10647
03:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
12.30
003 CNA

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 12th day of March, 19 99
Witnesses (2 required without notary)

Johnnie Mixon Jr (SEAL)

THE STATE OF Alabama COUNTY Shelby

I, Judy Bats, a Notary Public in and for said County, in said State,

hereby certify that Johnnie Mixon Jr
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 12th day of March, 19 99

Judy Bats, 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 Davenport 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 day of, 19

Notary Public

TO

MORTGAGE DEED

Johnnie Mixon, Jr
Ala. State, et

Inst # 1999-10647

03/12/1999-10647
03:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
000 CEN 133.50

Shelby

County, Miss.

A parcel of land lying in the SE $\frac{1}{4}$; SW $\frac{1}{4}$; Section 36; Township 20 South; Range 3 West, and more particularly described as follows:
Starting at an iron marker at the SE corner of said SE $\frac{1}{4}$; SW $\frac{1}{4}$ run Westerly along the South $\frac{1}{4}$ line a distance of 420 feet to an iron marker next to a 4 inch x 4 inch concrete property marker, at the SW corner of the Liberty Baptist Church cemetery. Thence run N 2 deg. 05' W, along the West cemetery property line a distance of 335 feet to an iron marker, the point of beginning. Thence run Easterly along a line that is parallel to the said South $\frac{1}{4}$ line, along the North boundary line of the cemetery property a distance of 70 feet to an iron marker. Thence run N 2 deg. 05' W a distance of 110 feet to an iron marker, known as the "flat iron marker". Thence run Westerly, along a line that is parallel to the said South $\frac{1}{4}$ line a distance of 230.0 feet to an iron marker. Thence run S 13 deg. 30' W a distance of 95 feet, more or less, to an iron marker at the toe of an embankment of a chert road. Thence run Easterly along a line that is parallel to the said South $\frac{1}{4}$ line a distance of 190 feet, more or less, to an iron marker. Thence run S 2 deg 05' E a distance of 15.0 feet to the point of beginning.

Said parcel of land lies in the said SE $\frac{1}{4}$; SW $\frac{1}{4}$; Section 36; Township 20 South; Range 3 West, and contains 0.53 acres, more or less.

According to survey of Lewis M. Armstrong, Reg. No. 2201, and dated July 2, 1993.

Exhibit A
Fig. 4