

This instrument was prepared by

(Name) Jimmy Staffney
(Address) 575 - 1st St. Wilton, AL 35787

WARD HANALSON, Agent for AL Bonding Co. Inc.

STATE OF ALABAMA

COUNTY OF Shelby

Jimmy Staffney

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

AL BONDING CO., INC.

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

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

of Four Thousand & 00/100 Dollars

\$ 4000.00 evidenced by a promissory note(s) of even date and indemnity agreement of even date

14 JUL 98

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,

Jimmy STAFFNEY

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

1/2 of the north east section.

"SEE Annex A For Description"

Inst # 1999-42797

10/15/1999-42797
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NWB 28.30

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 14th day of July, 19 98
Witnesses (2 required without notary)

Jimmy Staffney (SEAL)

THE STATE OF Alabama COUNTY Shelby
I, Rev. Calvin Meadows, a Notary Public in and for said County, in said State,
hereby certify that Jimmy Staffney
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 14th day of July, 19 98
Rev. Calvin Meadows, 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 AL Bonding Co., Inc. 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

① 3000
3300

TO
MORTGAGE DEED

"Annex A"

PROPERTY INQUIRY

PARCEL # 1999 36-3-08-1-000-026.000 SUPP 000 LAND VALUE 10% 3,000
CORPORATION I I LAND VALUE 20% I

NAME 1 STAFFNEY JIMMY D I CURR USE VALUE I
NAME 2 I I COM IMP #1 I I I
ADDR 1 PO BOX 117 I COM IMP #2 I I I
ADDR 2 I I COM IMP #3 I I I
CITY WILTON I IALI I351871 COM IMP #4 I I I

EXEMPT CODE I101 I I MUN CODE I111 IMP #1 IMNEI I 3,300
OVER 65 CODE I I I EXM OVERRIDE AMT I I IMP #2 I I I
PROPERTY CLASS I 31 SCH DIST I21 HS YR I I IMP #3 I I I
CLASS USE I I I FF I I IMP #4 I I I
SALES PRICE I I OVR ASD VALUE I I IMP #5 I I I
FOREST ACRES I I I IMP #6 I I I

PREV YR VALUE I 5,5301 BOE VALUE I 6,3000

PROP ADR I
MISC 1 IDB 276 P 693
MISC 2 I

REC DD	I	I	I	DATE	I	REC DD	I	I	I	DATE	I
REC DD	I	I	I	DATE	I	REC DD	I	I	I	DATE	I
REC DD	I	I	I	DATE	I	REC DD	I	I	I	DATE	I
REC DD	I	I	I	DATE	I	REC DD	I	I	I	DATE	I

MAP # I36-3-08-1-0001 CODE1 I 11 CODE2 I I
SUBD1 INABORS' G.A. MAP OF LAND OF WILTON I
SUBD2 I I
MAP BOOK1 I 31 PAGE1 I 331 BOOK2 I I PAGE2 I I
PRIMARY LOT I10 I PRIMARY BLK I3 I SECOND LOT I I SECOND BLK I0001
MEMO1 INORTH 1/2 OF LOT 10 I
MEMO2 I I
SECT1 I081 TOWNSHIP1 I24N1 RANGE1 I12E1
SECT2 I001 TOWNSHIP2 I00 I RANGE2 I00 I
SECT3 I001 TOWNSHIP3 I00 I RANGE3 I00 I
LOT DIM1 I 37.501 LOT DIM2 I 200.001 ACRES I .00001 SQ FT I .000001

** METES & BOUNDS **

Inst # 1999-42797

TAX SALE1 I
TAX SALE2 I

10/15/1999-42797
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

20.50

003 1115