

This instrument was prepared by

(Name) Judy Bates

(Address) 200 Co Rd 405 Shelby, AL 35143

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL BY THESE PRESENTS: That Whereas,

Cherry Cunningham

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

A DAVENPORT BONDING, INC.

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

of Fifty Thousand and 00/100 Dollars
(\$50,000.00), evidenced by a promissory note(s) of even date and indemnity agreement of even date

September 10, 2001

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,

Cherry Cunningham

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:

91 Hill Top Rd. PARCEL ID 231013002046000
Alabaster, AL 35007
SUBDI NICKERSON'S ADDITION TO ALABASTER
SUBD 2
P-Lot 3 S-Lot
P-BLK ABK S-BLK
S 01 T 21 S R 03 WS

Inst # 2001-39002

09/10/2001-39002
03:48 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 92.00

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, he 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 a 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 enforcement of any prior lien or encumbrance 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 a division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply all 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 be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall have not full 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 Mortgagor and the undersigned further agree that said Mortgagee, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's 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 10 day of September, 2001
✓ Cherry J. Cunningham (SEAL)

THE STATE OF Alabama COUNTY Shelby

I, Judy Bates, a Notary Public in and for said County, in said State, hereby certify that Cherry Cunningham whose name(s) signed to the foregoing conveyance, and who is/are known to me acknowledge 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 10 day of September, 2001
Judy Bates, 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 Davenport Bonding, 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 , 20
Notary Public

To

MORTGAGE
DEED

ANNETTE D. SKINNER, TAX COLLECTOR

SHELBY COUNTY, P.O. BOX 1298, COLUMBIANA, ALABAMA 35051 PHONE 205-669-3900

NO PENALTY OR INTEREST WILL BE CHARGED IF PAID BY DECEMBER 31.

Assessed Value	State Tax	County Tax	School	School District	Hospital	City	Forest	Fee
3000	5.20	6.00	12.80	11.20	.00	3.00	.00	43.20
Homestead Value	.00	.00	.00	.00	.00	.00	.00	.00
AL ONLY	.00	.00	.00	.00	.00	.00	.00	.00
Net Taxable Value	5.20	6.00	12.80	11.20	.00	3.00	.00	43.20
2001 231013002046000 2001 0015461 Parcel Number Receipt Number Paid By Cash Check Money Order								
Owner Name and Address CUNNINGHAM CHERRY J % CHARLENE CUNNINGHAM P O BOX 1072 ALABASTER AL 35007								
Interest Delq. Fee Citation Advertising Probate Fee Cert. Mail 43.20 .00 .00 .00 .00 .00								
Total Taxes 43.20 Grand Total 43.20								

--- DESCRIPTION ---

MAP 231013000 CODE1 01 CODE2
SUBD1 NICKERSON'S ADDITION TO ALABASTER
SUBD2

P-Lot 3 S-Lot
P-BLK ABK S-BLK
S 01 T 21S R 03W S T R S
LOT DIM 50.00 BY 300.00 ACRES .3 SQ FEET 16.988

MB 03 PG 069
MB PG

Teller No. 00
Mun Code 02

Inst # 2001-39002

09/10/2001-39002
03 ALB COUNTY JUDGE OF PROBATE
92.00

ORIGINAL

Municipal Codes: 02-Alabaster 03-Calera 04-Columbiana 05-Harpersville 06-Helena 07-Montevallo 08-Pelham 09-Vincent 10-Wilsonville 11-Wilton 12-Leeds 13-Hoover 14-Birmingham 15-Indian Springs 16-Vestavia 17-Chelsea