

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,

Bobby H. Johnson Jr.

(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 Sixteen Thousand and Three Hundred and ¹⁴/₁₀₀ Dollars

(\$ 16,300.00), evidenced by a promissory note(s) of even date and indemnity agreement of even date

April 26, 2002

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,

Bobby H. Johnson 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:
Parcel ID 352030001004003
BEG. SE COR SEC N4TD TO POB CON
T N464.85 W210 S464.85 E210 TO
POB
S03 T24N R13E
DIM 210.00 X 464.85

Inst # 2002-19445

04/26/2002-19445
12:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NSB 38.45

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 26 day of April, 2002

 (SEAL)

THE STATE OF Alabama COUNTY Shelby,

I, Judy Bates, a Notary Public in and for said County, in said State, hereby certify that Bobby H. Johnson Jr.

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 26 day of April, 2002

, 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

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Shelby Cnty Judge of Probate, AL
04/26/2002 12:07:19 FILED/CERTIFIED

Inst # 2002-19445
04/26/2002 12:04 PM
12:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 38.45

MORTGAGE
DEED