



20050504000213920 1/3 \$104.00
Shelby Cnty Judge of Probate, AL
05/04/2005 02:47:05PM FILED/CERT

This instrument was prepared by

(Name) ROBERT H. MYNATT

(Address) 102C EAST College St. COLUMBINA, AL 35051

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

COUNTY Shelby

Douglas & Patricia Nickell

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

GLEN WADE BONDING COMPANY

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

of Five Hundred Eighty Thousand and 00/100 — Dollars
(\$ 58,000.00), 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,

Douglas & Patricia Nickell

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:

To Have And To Hold the above granted property unto the said Mortgagor, Mortgagor's successors, heirs, and assigns forever; and or 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 Mortgagor may at Mortgagor'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 hereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagor, 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 Mortgagor, 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 Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagor 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 Mortgagee 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 on m^{ass} as Mortgagor, 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
Witnesses (2 required without notary)

4 day of May

19 2005

(SEAL)

THE STATE OF

COUNTY

I, Deborah L. Horton, a Notary Public in and for said County, in said State, hereby certify that Douglas W. Nickell + Patricia W. Nickell, a Notary Public in and for said County, in said State, 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 4th day of May, 2005

DEBORAH L. HORTON
NOTARY PUBLIC STATE AT LARGE
COMMISSION EXPIRES
MARCH 28, 2008

THE STATE OF

Shelby
COUNTY

Deborah L. Horton, Notary Public

, a Notary Public in and for said County, in said State,

I, hereby certify that of Glen Wade Bonding Company, is signed to the foregoing conveyance, and whose name as 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 19 day of

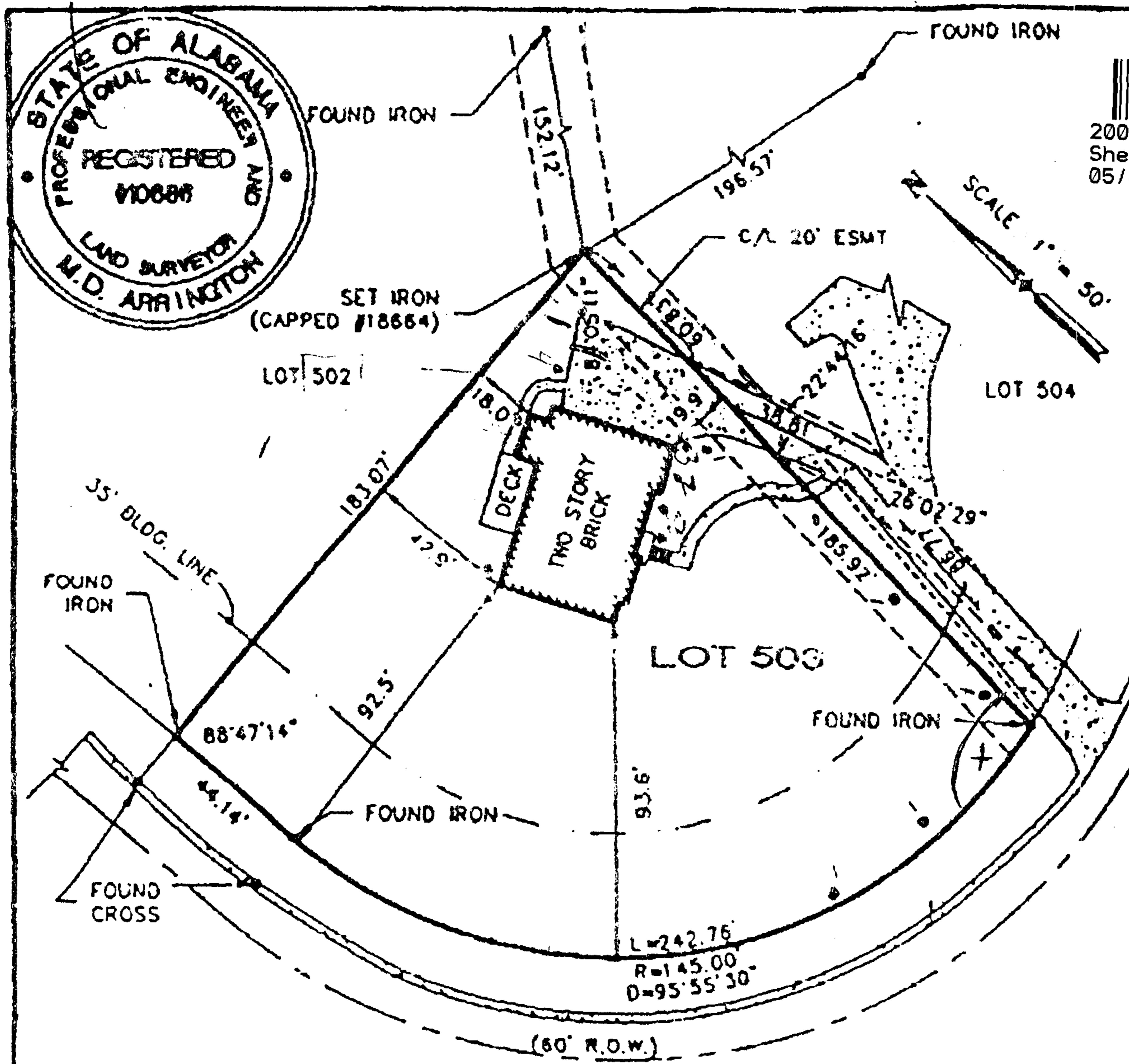
, Notary Public

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TO

MORTGAGE DEED

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic representation.



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EAGLE CREST DRIVE

*ALSO A 15.0 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS LOT 504 IN SAID EAGLE POINT 5TH SECTOR. SAID EASEMENT BEING 7.5 FEET WIDE ON BOTH SIDES OF A CENTERLINE DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 504 AND RUN SOUTHERLY ALONG THE LINE BETWEEN LOTS 504 AND 503 A DISTANCE OF 60.83 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE TURN 22°44'16" LEFT AND RUN SOUTHEASTERLY 38.81 FEET; THENCE TURN 26°02'29" RIGHT AND RUN SOUTHERLY 86.77 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAGLE CREST DRIVE AND THE END OF SAID EASEMENT CENTERLINE; BOTH SIDE LINES OF SAID EASEMENT EXTENDING FROM THE COMMON LINE BETWEEN LOTS 504 AND 503 TO SAID EAGLE CREST DRIVE RIGHT OF WAY.

LEGEND

	N	NORTH	E	EAST	POB	POINT OF BEGINNING	COL. UTILITY POLE	
	S	SOUTH	W	WEST	R.O.W.	RIGHT OF WAY	UTILITY LINE	
	°	DEGREE	'	FEET OR MINUTES	○	FOUND OR SET IRON	—	CHAIN LINK FENCE
	"	INCHES OR SECONDS			○	GAS METER	—	WOODEN FENCE
XX					□	UNDERGROUND JUNCTION BOX	—	CONCRETE

NOTE:

1. NO TITLE SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM AND LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY. RECORDED OR UNRECORDED, THE PARCEL SHOWN HEREON IS SUBJECT TO SET-BACKS, EASEMENTS, ZONING, AND RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.
2. ALL BEARINGS AND/OR ANGLES AND DISTANCES ARE DEED AND ACTUAL UNLESS OTHERWISE NOTED. DEED=(D); ACTUAL=(A); PLAT=(P).
3. UNDERGROUND PORTIONS OF FOUNDATIONS, FOOTINGS, OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED UNLESS OTHERWISE NOTED.
4. THIS SURVEY IS VALID ONLY WITH AN ORIGINAL SIGNATURE AND A LEGIBLE SEAL.
5. I STATE THAT THIS SURVEY SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS RECORDED BY THE STATE OF ALABAMA.

BEARING REFERENCE:
RECORDED PLAT
SOURCE OF INFORMATION:
RECORDED PLAT, FIELD EVIDENCE
TYPE OF SURVEY:
CLOSING OR LOAN
DRAWING DATE: APRIL 20, 1998
FIRM: COMMUNITY FIRM
PO1010191 DOAS B
UNINCORPORATED AREAS
PAGE 16 OF 196
EFFECTIVE DATE: SEPT. 18, 1987

STATE OF ALABAMA SHELBY COUNTY

I, M. D. Arrington, a registered Engineer-Land Surveyor, certify that I have surveyed Lot 503* Block according to the survey of Eagle Point 5th Sector as recorded in Map Volume 18, Page 138, in the office of the Judge of Probate Shelby County, Alabama; that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electrical or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Insurance Rate Map", and found that according to the shaded area on said map that this property is not located in "a special flood hazard area (Zone A)", that there are no encroachments on said lot except as shown; that improvements are located as shown above, that this survey substantially meets the minimum technical standards for surveys as required by the State of Alabama.

Address: 4183 Eagle Crest Drive
Date of Survey: April 1, 1998
Order No. 16272 Field Book No. 239
For:

M. D. Arrington
M. D. Arrington, Reg. No. 10686 Phone: 983-9315 (Fax 983-9385)
Arrington Engineering & Land Surveying, Inc.
137 Business Center Drive, Birmingham, Alabama 35244