STATE OF ALABAMA
COUNTY OF Shelly

MORTGAGE

	BY THESE PRESENTS, that David Campbell and Cathy D. Dabbs
<u> </u>	andand
e sum ofSev	hereinafter called the mortgagor (whether one or more), for and in consideration of enty Five Thousand DOLLARS
orporation, hereinaft nortgagee, and for that aid mortgagee by m	he further purpose of securing to the mortgagee any other sums of money which may be owing to hortgagor at the time of the execution hereof, or at any time before the same is cancelled or surgant, BARGAIN, SELL and CONVEY unto said mortgagee that certain real property situated in the state of Alabama, described as follows:
Lot 276 A	tecording to the Survey of Waterford Villgae Sector
Recorded in	map Book 31, Page 135 in the Probate office of Si
County, Al	abama.
is Mortgage is given a	s collateral for Bond No. <u>AS100 111152</u> posted in behalf of <u>Jason Campbe</u> .
	in the
is Mortgage is given a ourt of <u>Je Hersa</u> th no loss to the mortg	County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied
ourt of Je Herso th no loss to the morto	County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. all and singular the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging
ourt of Je Herson th no loss to the morton TOGETHER WITH a in anywise appertainin	County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. all and singular the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging
aurt of Je Hers has honoloss to the morton anywise appertaining. TO HAVE AND TO HOw and to said property, is encumbrances and morton to the purchaser at any to the purchaser	County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. all and singular the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging ag.
and to said property, is encumbrances and mortgage to the purchaser at any rsons whomsoever. The condition of the debtedness mentioned	County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. all and singular the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging ang. DLD the above described property unto the said mortgagee, mortgagee's heirs, successors and assigns, FOREVER. or hereby covenants to and with said mortgagee, that mortgagor is seized of an indefeasible estate in fee simple is in the peaceable possession thereof and has a perfect right to sell and convey the same, that the same is free from ortgagor does hereby warrant and will forever defend the title to and possession of said property unto said mortgagee,
and to said property, is encumbrances and mortosto the purchaser at any rsons whomsoever. The condition of the debtedness mentioned sum, indemnit follows:	County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when a light from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied gagee. County, Al

and shall pay, when due, all other debts, liabilities or obligations, direct or contingent, which may be owing to said mortgagee at the time of the execution hereof, or at any time before the same is cancelled or surrendered, and shall keep and perform the other covenants and

agreements herein set out and provided, then these presents shall be and become null and void; otherwise the same shall be and remain in

full force and effect.

And mortgagor hereby vests mortgagee with full power and authority, upon the happening of a default in the payment of said note or upon default in the performance of any of the obligations imposed on said mortgagors, at mortgagee's option, to declare the entire indebtedness hereby secured to be immediately due and payable, and/or to take possession of said property, and/or to sell the same at the front door of the Courthouse of the county where said property is located, at auction for cash after giving notice of the time, place and terms of sale by advertisement published once a week for three consecutive weeks in a newspaper in general circulation in said county, and to make proper conveyance to the purchaser at such sale in the name of the mortgagor; and the proceeds of said sale to apply; first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees; second, to the payment of any and all debts, obligations and liabilities hereby secured, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the mortgagee by virtue of any of the special liens or agreements herein contained; and, third, the balance, if any, to be paid over to the said mortgagor.

At any sale under the powers herein contained, the mortgagee may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the mortgagor.

Mortgagor hereby agrees so long as any part of the indebtedness hereby secured, or the interest thereon, remains unpaid, as follows:

- To keep the improvements on said property, or those hereafter erected on said property, in good repair and insured against fire, and all physical loss, in such amount, as may be required by mortgagee, with loss, if any, payable to mortgagee as mortgagee's interest may appear.
- 2. To pay promptly all taxes, assessments, liens or other charges which may be or become effective against said property, together with penalties, costs and other expenses incurred or which may accrue in connection therewith; and if this mortgage is subordinate to any prior mortgage or lien, to make all payments and do all things required by such prior mortgage or lien so as to keep the same from becoming in default.
- 3. That if mortgagee shall, upon the happening of any default hereunder, employ an attorney to collect any sums hereby secured, by litigation or otherwise, or to foreclose this mortgage under the power of sale herein, or by court action, or to defend any action to restrain or set aside any such foreclosure, or in connection with any action for an accounting arising under this mortgage (whether filed by mortgagor or mortgagee), or to otherwise enforce or defend the provisions hereof or those of the promissory note and other agreements secured hereby, to pay all reasonable costs, expenses, and attorney's fees; and any such costs, expenses and attorney's fees shall be an additional lien on said property secured by this mortgage, and may also be included in any judgment or decree rendered in connection with any such litigation.
- 4. That in the event of litigation arising over the title to, or possession of, said property, the mortgagee may prosecute or defend said litigation, and any sum expended by mortgagee in this behalf shall be an additional lien on said property secured by this mortgage.
- 5. That if the mortgagor fails to perform any of the duties herein specified the mortgagee may perform the same, and any sum expended by the mortgagee in this behalf shall be an additional lien on said property by this mortgage.
- 6. If there is a mortgage or other encumbrance on the title to said property, which has priority over the lien conveyed or reserved herein, any default in the payment of the debt secured by such prior encumbrance or in the performance of any obligation in the instrument creating such prior encumbrance shall constitute a default under the provisions of this instrument.
- The singular shall include the plural and the masculine, the feminine and neuter; and specifically the word "mortgagor" shall include one or more and the word "mortgagee" shall include one or more and shall also include the survivor of the mortgagees when the granting clause hereof includes the survivor of the mortgagees.
- 8. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their respective heirs, personal representatives, successors and assigns.
- 9. The mortgagor shall not sell or transfer title to the property described herein, nor allow or make any change in possession thereof, without the written approval of the mortgagee, and any violation of this provision shall constitute a default hereunder and, at the option of mortgagee, all amounts secured by this mortgage shall become due and payable. Should such written approval be granted the mortgagee shall have the right to make a reasonable charge for his services in effecting the change of records reflecting the new ownership.

IN WITNESS WHEREOF, the aforesaid mortgagor(s) has/have hereunto set	his/her/their hand(s) and seal(s) this the day
of <u>March</u> , 20 <u>06</u>	
Cathy Dalke	
The state of the s	Cathy Dalk
STATE OF ALABAMA	
COUNTY OF	
I, the undersigned, a Notary Public in and for said County in said State, hereby Cathy Dabb whose name(s) is/are signed acknowledged before me on this day that, being informed of the contents of the instrument same bears date.	to the foregoing instrument, and who is/are known to me,
Given under my hand and official seal this the day of	
NOTAKY PUBLIC My Commission Expires: MY COMMISSION EXPINES MAY 11, 2008	20060706000322690 2/2 \$126.50 Shelby Cnty Judge of Probate, AL 07/06/2006 10:46:30AM FILED/CERT
[AFFIX SEAL]	
This instrument prepared by:	

MORTGAGEE'S ADDRESS:

3905 Vincennes Road, Suite 200

American Surety Company

Indianapolis, IN 46268

(800) 969-1827

CAROLINE WELLS HINDS

Brown, Hudgens, P.C.

1495 University Blvd.

Mobile, AL 36609

(205) 344-7744