

This instrument was prepared by

(Name) Marie Pate

(Address) 196 Horseback Trail Shelby, AL 35143

STATE OF ALABAMA

COUNTY Shelby
Sam Benson Jr

(hereinafter called "Mortgagors", whether one or more, are justly indebted, to
DAVENPORT BAIL BONDS, LLC

KNOW ALL BY THESE PRESENTS: That Whereas,

sum Thirty three thousand and ~~two~~ three hundred (hereinafter called "Mortgagee", whether one or more, in the
of Dollars
(\$ 33,300), 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,

Sammye O'niel Benson

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

A parcel of land located in the NW 1/4 of SW 1/4 of Section 3 Township of 22 south, Range 1 East Shelby County Alabama. Commence. See exhibit A

20081209000461730 1/3 \$66.95
Shelby Cnty Judge of Probate, AL
12/09/2008 04:12:00PM FILED/CERT

Parcel ID #

23459 Hwy 145
Columbiana, AL 35051

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 payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, the 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 fails 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 date 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 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 _____ day of _____, 20____, _____ (SEAL)
X Sam Benson
Atabana Shelby
THE STATE OF _____ COUNTY

I, Jessica L. Holland, a Notary Public in and for said County, in said State,
hereby certify that Sam Benson
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 9th day of December, 2008
Jessica L. Holland, Notary Public
4/19/2010
THE STATE OF _____ COUNTY

I, _____, a Notary Public in and for said County, in said state,
hereby certify that _____
whose name as _____ of Davenport Bail Bonds, LLC, is signed to the foregoing conveyance, and
who is know 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 voluntary 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

20081209000461730 2/3 \$66.95
Shelby Cnty Judge of Probate, AL
12/09/2008 04:12:00PM FILED/CERT

THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE.

This instrument was prepared by:
Mike T. Atchison
P O Box 822
Columbiana, AL 35051

20081209000461730 3/3 \$66.95
Shelby Cnty Judge of Probate, AL
12/09/2008 04:12:00PM FILED/CERT

Send Tax Notice to:

Sammy Benson, Jr.

Sam Benson
234159 HWY 145
Columbiana AL 35051

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

Shelby County, AL 03/01/2007
State of Alabama

Deed Tax: \$5.00

KNOW ALL MEN BY THESE PRESENTS, That in consideration of FIVE THOUSAND DOLLARS and NO/00 (\$5,000.00), and other good and valuable considerations to the undersigned grantor, in hand paid by grantee herein, the receipt whereof is acknowledged, I or we,

**FELECIA BENSON, a single woman and
SAMMY BENSON, JR., a single man**

grant, bargain, sell and convey unto,

SAMMY BENSON, JR.

the following described real estate, situated in: SHELBY County, Alabama, to-wit:

PARCEL "B"

A parcel of land located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 22 South, Range 1 East, Shelby County, Alabama. Commence at the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ and run South along the West line 1015.54 feet to the POINT OF BEGINNING; thence continue South along last course 313.09 feet; thence turn left 88 degrees 39 minutes 01 seconds and run Easterly 307.46 feet to the Northwestern right-of-way of State Highway #145; thence turn left 74 degrees 25 minutes 26 seconds and run Northeasterly along said right-of-way 274.64 feet; thence turn left 98 degrees 28 minutes 09 seconds and run Northwesternly 391.59 feet to the POINT OF BEGINNING.

Subject to taxes for 2006 and subsequent years, easements, restrictions, rights of way and permits of record.

\$0.00 of the above-recited consideration was paid from a mortgage recorded simultaneously herewith.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, and I am (we are) lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that I (we) have a good right to sell and convey the same as aforesaid, that I (we) will, and my (our) heirs, executors and administrators shall, warrant and defend the same to the said Grantees, heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of February, 2007.

Felecia Benson
FELECIA BENSON

Sam Benson JR
SAMMY BENSON, JR.

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **FELECIA BENSON and SAMMY BENSON, JR.**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of February, 2007.

[Signature]
Notary Public

My Commission Expires: 10-16-2008

