This instrument was prepared by  (Name)		
(Address) 196 Horse back Trail Shell	M. AL 35143	
STATE OF ALABAMA COUNTY Shelloy	KNOW ALL BY THESE PRESENTS: That V	Vhereas,
COUNTY Senson		
(hereinafter called "Mortgagors", whether one or more, are justly ind DAVENPORT BAIL BONDS, LLC	lebted, to	
sum Thirty three thousand and their	(hereinafter called "Mortgagee", whether one of	or more, in the
OI	c hindred	Dollars
(\$ 33,300), evidenced by a promissory no	ote(s) of even date and indemnity agreement of ev	en date
And Whereas, Mortgagors agreed, in incurring said indebtedness, the thereof.	at this mortgage should be given to secure the pro	mpt payment
NOW THEREFORE, in consideration of the premises, said Mortgag		
Sammie O'Niel Benso	$\eta$	
and all others executing this mortgage, do hereby grant, bargain, sell	and convey unto the Mortgagee the following des	scribed real
estate, situated in  Shelby Sc Ex  A parcel of land board in	County, State of Alabama, to-wit:	
A parcel of land bounted in	40 MM 10 02 500 1	
section 3 Tourship of 22 son Jahnna Comence. See exibit	Ah, Range I East She	1 by (early
labourance. See exibit	H 4	
		$\frac{2}{8}$
		S S
		3-0
20081209000461730 1/3 \$ Shelby Cnty Judge of Pr 12/09/2008 04:12:00PM F	obate, AL ILED/CERT	
	#	
		200 200 200 200 200 200 200 200 200 200
		S

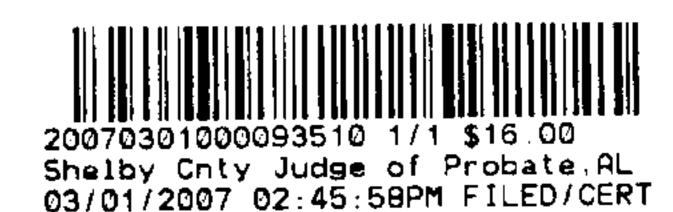
To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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

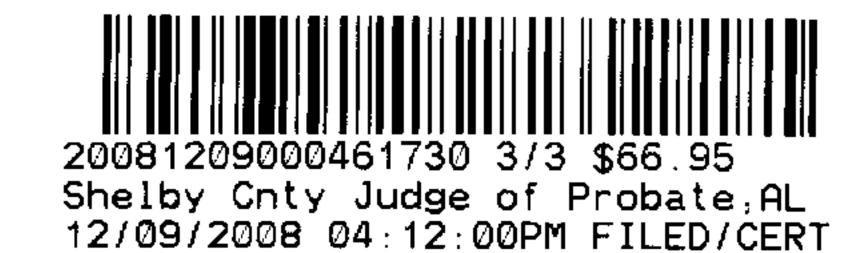
have hereunto set signature and seal, this	day of	, 20	
Lan Buron			(SEAL)
THE STATE OF COUNTY			
I, JOSSICA L. HOMANDEM hereby certify that SOM HONSON whose name(s) signed to the foregoing conveyance that being informed of the contents of the conveyan	, a Notary I , and who is/are known to me ac	•	ay,
Given under my hand and official seal this AW		, 2008 Mara d'Island 4/14/2010	, Notary Public
THE STATE OF COU	NTY		
I, hereby certify that	, a Notary Public in and fo	or said County, in said state,	
whose name as who is know to me, acknowledged before me, on officer and with full authority, executed the same v	this day that, being informed of	——————————————————————————————————————	•
Given under my hand and official seal, this the	day of	, 20	
			, Notary Public

20081209000461730 2/3 \$66.95 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



Send Tax Notice to:

Sammy Benson, Jr.

Sam Brand

234159 HWY 145

Columbiana AL 3005

## 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 DCLLARS 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 NW¼ of the SW¼ of Section 3, Township 22 South, Range 1 East, Shelby County, Alabama. Commence at the Northwest corner of said ¼-¼ 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 Northwesterly 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 Northwesterly 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 23<sup>rd</sup> day of February, 2007.

FELECIA BENSON

SAMMY BENSON, IR.

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 23<sup>rd</sup> day of February, 2007.

Notary Public

My Commission Expires: 10-16-2008