


Prepared by:  
AAA DAWN BONDING, LLC  
P.O. Box 188  
Columbiana, AL 35051

  
20090709000265060 1/3 \$107.00  
Shelby Cnty Judge of Probate, AL  
07/09/2009 04:17:10 PM FILED/CERT

MORTGAGE

STATE OF ALABAMA

KNOW ALL ME BY THESE PRESENTS;

SHELBY COUNTY

WHEREAS, Gertrude Tolbert, (hereinafter called "Mortgagor"), is justly indebted to AAA DAWN BONDING, LLC, (hereinafter called "Mortgagee", in the sum of **sixty thousand (60.000.00)** evidenced

By one promissory not of even date herewith, and being due and payable according to the terms Thereof; and

WHEREAS, Mortgagor 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 Mortgagor, and all others executing This mortgage do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY Count, Alabama, to-wit:

**Parcel 27-4-20-2-001-045.001.**

**Map# 27-4-20-2. 170**

**Gilmore Nick Circle, Montevallo, AL 35115.**

1. Above described property shall be released from this mortgage upon satisfaction of the Shelby County court system. By the defendant **DENORRIOUS DARNELLE GARNER.**

Mortgagor shall be responsible for all cost including mortgagee's attorney's fees involved in Said releases.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the prpose of further securing 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 Mortgagee may at the Mortgagee's option pay off the same and to further secure said indebtedness, first above named undersigned agress 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 threof, in companies satisfactory to the Morgagee, 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 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 be 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 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 the property become endangered by reason of the 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 not 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 from the Courthouse door of said County (of the division thereof) where the 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 may then 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 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 the undersigned further agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agrees 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,

Mortgagor, Gertrude Tolbert

IN WITNESS WHEREOF, the undersigned Gertrude Tolbert, has hereunto set her signature and this 9th day of July, 2009

STATE OF ALABAMA  
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gertrude Tolbert, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the of the instrument, she/he/they executed to same voluntarily on the day the same bears date..

Given under my hand and official seal, this the 9th day of July, 2009.

Notary Public

Jessica A. Holland

(SEAL)

My commission expires 4/19/2010





**DON ARMSTRONG**  
**PROPERTY TAX COMMISSIONER**  
**ASSESSMENT RECORD - 2009**

P. O. BOX 1269  
COLUMBIANA, ALABAMA 35051  
Tel: (205) 670-6900  
Printed On: 7/6/2009

PARCEL: 27 4 20 2 001 045.001  
CORPORATION: I  
OWNER: TOLBERT GERTRUDE

LAND VALUE 10% \$5,000  
LAND VALUE 20% \$0  
CURRENT USE VALUE \$0

ADDRESS: 170 GILMORE NICK CIRCLE  
MONTEVALLO, AL 35115

**CLASS 2**

EXEMPT CODE: 10  
OVER 65 CODE: DISABILITY CODE:  
PROPERTY CLASS: 03 SCHOOL DIST: 2  
OVR ASD VALUE: MUN CODE: 01  
EXM OVERRIDE AMT: \$0  
HS YEAR: 2005

**CLASS 3**  
BLDG 1 Card 1 111 \$24,400

TOTAL MARKET VALUE: \$29,400

CLASS USE  
FOREST ACRES: 0  
PREV. YEAR VALUE: \$29,400  
PARENT PARCEL:  
REMARKS: DB 326 P 336;  
Last Modified: 8/4/2008 1:17:45 AM  
Contiguous Parcels:

ASSMT. FEE:  
BOE VALUE:

|             |       |                |             |         |           |               |           | ACCOUNT NO: - |
|-------------|-------|----------------|-------------|---------|-----------|---------------|-----------|---------------|
|             |       | ASSESSMENT/TAX |             |         |           |               |           |               |
|             | CLASS | MUNCODE        | ASSD. VALUE | TAX     | EXEMPTION | TAX EXEMPTION | TOTAL TAX |               |
| STATE       | 3     | 01             | \$2,940     | \$19.11 | \$2,940   | \$19.11       | \$0.00    |               |
| COUNTY      | 3     | 01             | \$2,940     | \$22.05 | \$2,000   | \$15.00       | \$7.05    |               |
| SCHOOL      | 3     | 01             | \$2,940     | \$47.04 | \$0       | \$0.00        | \$47.04   |               |
| DIST SCHOOL | 3     | 01             | \$2,940     | \$41.16 | \$0       | \$0.00        | \$41.16   |               |
| CITY        | 3     | 01             | \$2,940     | \$0.00  | \$0       | \$0.00        | \$0.00    |               |
| FOREST      | 03    | 01             | \$0         | \$0.00  | \$0       | \$0.00        | \$0.00    |               |

ASSD. VALUE: \$2,940.00  
Shelby Tax

\$129.36

GRAND TOTAL: \$95.25

**INSTRUMENTS**

NST NUMBER DATE  
20030080696000000 12/5/2003  
20020441460000000 9/13/2002

**SALES INFORMATION**

SALE DATE SALE PRICE SALE TYPE RATIOABLE  
No Sales Information on Record

**LEGAL DESCRIPTION**

MAP NUMBER: 27 4 20 2 000 CODE1: 01 CODE2: 00  
SUB DIVISON1: ALDMONT MAP OF  
SUB DIVISON2:

MAP BOOK: 03 PAGE: 003  
MAP BOOK: 00 PAGE: 000

PRIMARY LOT: 4  
SECONDARY LOT: PRIMARYBLOCK: 1  
SECONDARYBLOCK:

SECTION1 20 TOWNSHIP1 22S  
SECTION2 00 TOWNSHIP2 00  
SECTION3 00 TOWNSHIP3 00  
SECTION4 00 TOWNSHIP4  
LOT DIM1 80.71 LOT DIM2 150.00

RANGE1 03W  
RANGE2 00  
RANGE3 00  
RANGE4  
ACRES 0.260

SQ FT 11,325.600

PIETES AND BOUNDS:  
REMARKS:

| Tax Year | Entity Name.                               |
|----------|--|
| 009      | TOLBERT GERTRUDE                           |
| 008      | TOLBERT GERTRUDE                           |
| 007      | TOLBERT GERTRUDE                           |
| 006      | TOLBERT GERTRUDE                           |
| 005      | TOLBERT GERTRUDE                           |
| 004      | KEY BANK USA<br>C/O GERTRUDE TOLBERT       |
| 003      | KEY BANK USA<br>% KEY HOME EQUITY SERVICES |

Mailing Address  
170 GILMORE NICK CIRCLE, MONTEVALLO AL - 35115  
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170 GILMORE NICK CIRCLE, MONTEVALLO AL - 35115  
P O BOX 264, MONTEVALLO AL - 35115  
2 GATEHILL DRIVE, PARSIPPANY NJ - 07054

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