

STATE OF ALABAMA

COUNTY OF Shelby

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Christopher Jones
and

hereinafter called the mortgagor (whether one or more), for and in consideration of the sum of 306,000.00
Three hundred six thousand DOLLARS

(\$ 306,000.00), hereby acknowledged to have been received from **American Surety Company**, an Indiana Corporation, hereinafter called the mortgagee (whether one or more), and for the purpose of securing said amount to said mortgagee, and for the further purpose of securing to the mortgagee any other sums of money which may be owing to said mortgagee by mortgagor at the time of the executing hereof, or at any time before the same is cancelled or surrendered, do hereby GRANT, BARGAIN, SELL and CONVEY unto said mortgagee that certain real property situated in the County of Shelby, State of **Alabama**, described as follows:

Lot 514, according to the survey of yellow leaf Ridge estate, 5th Sector as recorded in map 25, Page 132, in the probate office of Shelby County, Alabama

Subject to current Taxes, easements and restrictions of bond Pursuant to a divorce decree

This Mortgage is given as collateral for Bond No. AS# 108523 / AS# 32307 / AS# 278216 posted in behalf of _____ in the Court of Shelby Jefferson County, Alabama, and shall be cancelled when all obligations arising from this matter have been satisfied with no loss to the mortgagee.

TOGETHER WITH all and singular the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said mortgagee, mortgagee's heirs, successors and assigns, FOREVER.

And said mortgagor hereby covenants to and with said mortgagee, that mortgagor is seized of an indefeasible estate in fee simple in and to said property, is in the peaceable possession thereof and has a perfect right to sell and convey the same, that the same is free from all encumbrances and mortgagor does hereby warrant and will forever defend the title to and possession of said property unto said mortgagee, unto the purchaser at any foreclosure sale hereunder, and unto their respective heirs, successors and assigns, against the lawful claims of all persons whomsoever.

The condition of the above and foregoing conveyance is, however, such that if the mortgagor shall well and truly pay when due the indebtedness mentioned above according to the terms of those certain agreements, including but not limited to promissory note for the above mentioned sum, indemnity agreement and other contracts of even date herewith, made by mortgagor and payable to the order of said mortgagee as follows:

One lump sum installment of \$ 306,000.00 Three hundred six thousand together with interest thereon at the rate of 306,000.00 percent (10 %) per annum payable according to the terms of said promissory note and other agreements;

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; remain unpaid as follows:

1. 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 amounts, 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 all 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.
7. 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 to 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 9th day of Feb, 20 10.

s. [Signature] CHRISTOPHER N. JONES

[Signature] Tiffanie Jones

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christopher Jones and _____ whose names(s) is/are signed to the foregoing instrument, and who is/are know to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9 day of Feb, 20 10.

[Signature]
NOTARY PUBLIC
My Commission Expires: 2012

(AFFIX SEAL)

This instrument prepared by:
CAROLINE WELLS HINDS
Brown, Hudgens, P.C.
1495 University Blvd.
Mobile, AL 36609
(205) 344-7744

MORTGAGEE'S ADDRESS
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