

Prepared By Terry Latta
Bail Bonds

STATE OF ALABAMA
COUNTY OF Shelby

20100305000065570 1/4 \$122.00
Shelby Cnty Judge of Probate, AL
03/05/2010 03:40:57 PM FILED/CERT

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that

Ruby G. Marks

and

hereinafter called the mortgagor (whether one or more), for and in consideration of the sum of 68,000 - SIXTY EIGHT THOUSAND DOLLARS (\$ 68,000), hereby acknowledged to have been received from #1 Bail Bonding CO., A Alabama Corporation, hereinafter called the mortgagee (whether 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 execution 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:

SEE ATTACHED

This Mortgage is given as collateral for Bond No. _____ posted in behalf of Jesse W. Marks

in the DIST
Court of Shelby 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 \$ 68,000 together with interest thereon at the rate of Ten 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 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;

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 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 liens 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 "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 allows or makes 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 hand(s) and seal(s) this the 5th day of March, 2010

Ruby Marks
Ruby Marks

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a notary Public in and for said County in said State, hereby certify that Ruby Marks and whose name(s) is/are signed to the foregoing instrument, and who is/are known 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 5th day of March, 2010
Kelly B. Mullin
NOTARY PUBLIC Kelly B. Mullin
My Commission Expires: Notary Public State At Large
[AFFIX SEAL] Commission Expires
June 28, 2013


20100305000065570 2/4 \$122.00
Shelby Cnty Judge of Probate, AL
03/05/2010 03:40:57 PM FILED/CERT

TAX NOTICE TO:

This instrument prepared by G. M. Freeman, Atty., 2711 Moody Parkway, Suite Two, Moody, Al. 35004, (205)640-7018.

QUIT CLAIM DEED

STATE OF ALABAMA)

SHELBY COUNTY)

20100305000065570 3/4 \$122.00
Shelby Cnty Judge of Probate, AL
03/05/2010 03:40:57 PM FILED/CERT

20021223000640020 Pg 1/2 19.00
Shelby Cnty Judge of Probate, AL
12/23/2002 11:27:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned HERBERT R. MARKS, a married man, (hereinafter called grantor), hereby remises, releases, quit claims, grants, sells, and conveys to RUBY G. MARKS, a widow, (hereinafter called Grantee), all of his right, title, interest and claim in and to the following described real estate, situated in SHELBY County, Alabama, to-wit:

THE NE 1/4 OF THE NE 1/4, THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34, AND THE S 1/2 OF THE S 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 1 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34, GO SOUTH 00 DEGREES 08 MINUTES 17 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID 1/4-1/4 SECTION FOR 1323.90 FEET TO THE SE CORNER OF SAID 1/4-1/4 SECTION; THENCE NORTH 89 DEGREES 13 MINUTES 28 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID 1/4-1/4 SECTION FOR 1322.45 FEET TO THE SE CORNER OF THE SE 1/4 OF NW 1/4 OF THE NE 1/4 OF SECTION 34; THENCE CONTINUE NORTH 89 DEGREES 13 MINUTES 28 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID SE 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34 FOR 661.22 FEET TO THE SW CORNER OF SAID 1/4-1/4-1/4 SECTION; THENCE NORTH 00 DEGREES 15 MINUTES 02

Mrs. Ruby G. Marks
2828 Kinasa Rd.

SECONDS EAST ALONG THE WEST BOUNDARY OF SAID 1/4-1/4-1/4 SECTION FOR 660.15 FEET TO THE NW CORNER OF SAID 1/4-1/4-1/4 SECTION; THENCE SOUTH 89 DEGREES 49 MINUTES 49 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID 1/4-1/4-1/4 SECTION FOR 659.13 FEET TO THE WEST BOUNDARY OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34; THENCE NORTH 00 DEGREES 04 MINUTES 23 SECONDS EAST ALONG SAID WEST BOUNDARY FOR 667.14 FEET TO AN EXISTING IRON PIN AND THE SW CORNER OF THE S 1/2 OF THE S 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 27; THENCE NORTH 00 DEGREES 10 MINUTES 55 SECONDS EAST ALONG THE WEST BOUNDARY OF SAID S 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 SECTION FOR 327.31 FEET TO THE NW CORNER OF SAID S 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4, SECTION; THENCE SOUTH 88 DEGREES 55 MINUTES 11 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID S 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4, SECTION FOR 1324.86 FEET TO THE NE CORNER OF SAID S 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 SECTION; THENCE SOUTH 00 DEGREES 19 MINUTES 07 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID S 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 SECTION FOR 330.61 FEET TO THE POINT OF BEGINNING. To have and to hold unto the said Grantee forever.

Given under my hand and seal, this 22nd day of October, 2002.

Herbert R. Marks
HERBERT R. MARKS

STATE OF WASHINGTON)
COUNTY OF Island)

Before me, the undersigned authority, in and for said County and State, personally appeared HERBERT R. MARKS, a married man, to me known, who, being first duly sworn, depose and say that, being informed of the contents of said deed, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 22nd day of Oct, 2002.

[Signature]
Notary Public

