

This instrument was prepared by

(Name) Dana Morris

(Address) 196 Horseback Trail Shelby, AL 35143

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL BY THESE PRESENTS: That Whereas,

Clark Sean H + Lee Edward Webb
(hereinafter called "Mortgagors", whether one or more, are justly indebted, to
DAVENPORT BAIL BONDS, LLC


(hereinafter called "Mortgagee", whether one or more, in the
sum
of one hundred thousand Dollars
(\$ 100,000.00), 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,

Clark Sean H + Lee Edward Webb

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

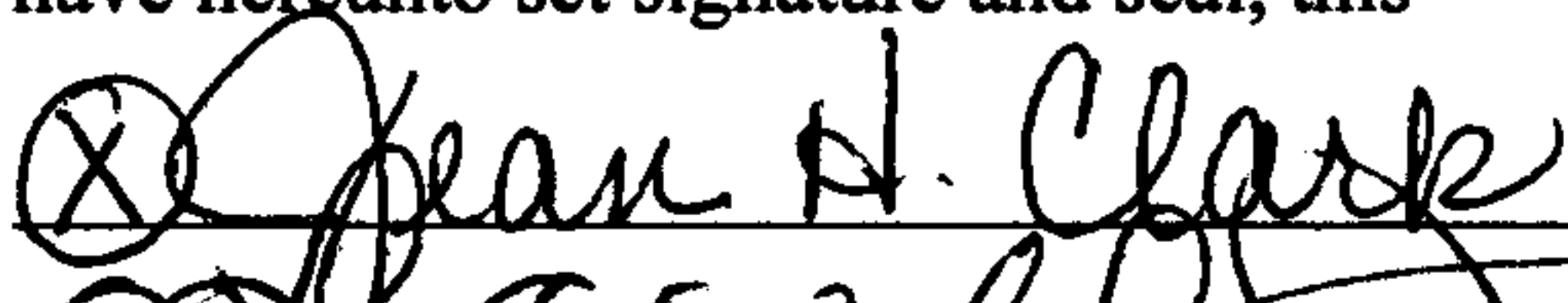

20100405000100960 1/3 \$167.00
Shelby Cnty Judge of Probate, AL
04/05/2010 01:34:12 PM FILED/CERT

See Exhibit "A"

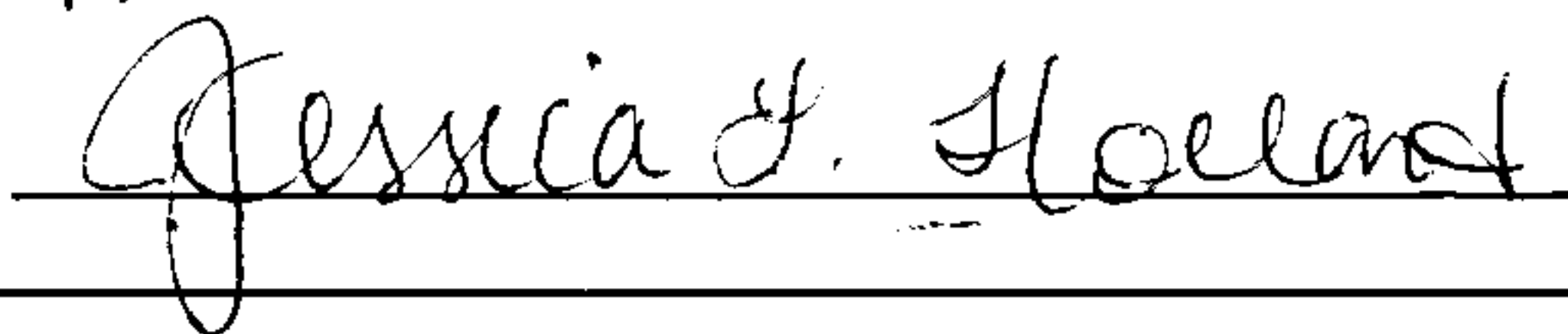
To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 05 day of April, 2010
 (SEAL)


THE STATE OF Alabama COUNTY of Shelby


I, Jessica L. Holland, a Notary Public in and for said County, in said State, hereby certify that Jean H. Clark + Lee Webb 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 5th day of April, 2010
 Notary Public

THE STATE OF COUNTY

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


20100405000100960 2/3 \$167.00
Shelby Cnty Judge of Probate, AL
04/05/2010 01:34:12 PM FILED/CERT

This instrument was prepared by

COURTNEY H. MASON, JR.
100 Concourse Pkwy., Suite 350
Birmingham, Alabama 35244

Exhibit A

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED FOUR THOUSAND & 00/100— (\$104,000.00) DOLLARS to the undersigned grantor, Roy Martin Construction, Inc. a corporation, (herein referred to as the GRANTOR), in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Jean H. Clark and Lee Edward Webb, single individuals (herein referred to as GRANTEEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and and right of reversion, the following described real estate, situated in Shelby County, Alabama:

Lot 62, according to the survey of Navajo Hills, Ninth Sector, as recorded in Map Book 10, Page 84 A&B, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

\$100,582.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEEES' ADDRESS: 1124 Sequoia Trail, Alabaster, Alabama 35007-9296

TO HAVE AND TO HOLD to the said GRANTEEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its President, Roy L. Martin, who is authorized to execute this conveyance, hereto set its signature and seal, this the 27th day of October, 1989.

1. Deed Tax ----- \$ 3.50
2. Mtg. Tax ----- \$ 2.50
3. Recording Fee ----- \$ 3.00
4. Indexing Fee ----- \$ 3.00
5. No Tax Fee ----- \$ 1.00
6. Certified Stamp Fee -- \$ 1.00
Total ----- \$ 10.00

Roy Martin Construction, Inc.
By: Roy L. Martin
Roy L. Martin, President

STATE OF ALABAMA
COUNTY OF SHELBY COUNTY

I, COURTNEY H. MASON, JR., a Notary Public in and for said County, in said state, hereby certify that Roy L. Martin whose name as the President of Roy Martin Construction, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 27th day of October, 1989

STATE OF ALA. SHELBY COUNTY
I CERTIFY THIS
INSTRUMENT WAS FILED

89 NOV -3 AM 9:15

JUDGE OF PROBATE

Notary Public

My Commission Expires March 10, 1991

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Shelby Cnty Judge of Probate, AL
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