

This instrument was prepared by

20100510000146270 1/3 \$125.00
Shelby Cnty Judge of Probate, AL
05/10/2010 11:08:48 AM FILED/CERT

(Name) Marie Pate

(Address) 196 Horseback Trail Shelby, AL 35143 ✓

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL BY THESE PRESENTS: That Whereas,

Judy B. Queen

(hereinafter called "Mortgagors", whether one or more, are justly indebted, to
DAVENPORT BAIL BONDS, LLC

sum

(hereinafter called "Mortgagee", whether one or more, in the

of seventy-two thousand Dollars

(\$ 72,000.00), evidenced by a promissory note(s) of even date and indemnity agreement of even date

May 10, 2010

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,

Judy B. Queen

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:

"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

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have hereunto set signature and seal, this 10 day of

May 2010
Marie Pate (SEAL)

Judy B. Queen

THE STATE OF Alabama COUNTY Shelby

I, Kelly B. Mullin
hereby certify that Judy B. Queen

, a Notary Public in and for said County, in said State,

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 10th day of May, 2010

Kelly B. Mullin, Notary Public
my commission expires 06-28-2013

THE STATE OF Alabama COUNTY Shelby

I, Kelly B. Mullin
hereby certify that Marie Pate
whose name as

, a Notary Public in and for said County, in said state,

of Davenport Bail Bonds, LLC, is signed to the foregoing conveyance, and
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 10th day of May, 2010

Kelly B. Mullin, Notary Public
my commission expires 6-28-2013



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Exhibit A

A parcel of land lying in the Southwest Quarter of the Southeast Quarter of Section 4, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a rebar found at the intersection of the West line of the Southwest quarter of the Southeast Quarter of said Section 4 and the South right of way line of County Highway 46, said rebar also being at the Northeast corner of a 10 acre parcel of land as described in that certain warranty deed from Marie Payne Smith to Steven Glen Smith and Mary Sue Davenport and recorded in the Office of the Judge of Probate for said Shelby County; thence run South 71 degrees 13 minutes 35 seconds East along said South right of way line a distance of 710.94 feet to a rebar found; thence run South 05 degrees 01 minute 50 seconds West a distance of 196.58 feet to a 1/2" rebar set and the Point of Beginning; thence run South 05 degrees 01 minute 50 seconds West a distance of 210.00 feet to a 1/2" rebar set; thence run North 82 degrees 36 minutes 15 seconds West a distance of 210.00 feet to a 1/2" rebar set; thence run North 05 degrees 01 minute 50 seconds East, a distance of 210.00 feet to a 1/2" rebar set; thence run South 82 degrees 36 minutes 15 seconds East a distance of 210.00 feet to the point of beginning. Subject to an ingress/egress easement being the East forty feet of said described property.

According to the survey of Rodney Shiflett, dated September 2, 2003.