

This instrument was prepared by

(Name) Dana Morris



20100601000171450 1/3 \$107.00  
Shelby Cnty Judge of Probate, AL  
06/01/2010 11:27:00 AM FILED/CERT

(Address) 1916 Horseback Trail Shelby, AL 35143

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL BY THESE PRESENTS: That Whereas,

Gertrude Tolbert

(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

sixty thousand

Dollars

(\$ 60,000.00 ), 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,

Gertrude Tolbert

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

1

day of

June

, 2010

Gertrude Tolbert

Dana Morris

(SEAL)

THE STATE OF Alabama COUNTY of Shelby

I, Kelly B. Mullin

hereby certify that

Gertrude Tolbert

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

1st

day of

June

, 2010

Kelly B. Mullin

Kelly B. Mullin  
Notary Public  
Notary Public State At Large

THE STATE OF

Alabama

COUNTY

Shelby

Commission Expires

June 28, 2013

I, Kelly B. Mullin

hereby certify that

whose name as

Dana Morris

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

1st

day of

June

, 2010

Kelly B. Mullin

Notary Public State At Large

Commission Expires

June 28, 2013



**This Instrument Prepared By:**

Scott J. Humphrey, Esq.  
3829 Lorna Road, Suite 312  
Hoover, Alabama 35244

**Send Tax Notice To:**

Gertrude Tolbert  
170 Gilmore Nick Circle  
Montevallo, AL 35115

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STATE OF ALABAMA       )  
COUNTY OF SHELBY     )     **PREPARED WITHOUT BENEFIT OF SURVEY**

**SPECIAL STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of Ten Thousand and No/100 (\$10,000.00), and other good and valuable considerations, to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged,

**KEY BANK, U.S.A., NA**

(herein referred to as "Grantor") grants, bargains, sells and conveys unto:

**GERTRUDE TOLBERT**

(herein referred to as "Grantee"), the following described real estate, situated in JEFFERSON COUNTY, ALABAMA, to-wit:

LOT NUMBER 4 IN BLOCK NUMBER 1 ACCORDING TO A SURVEY AND MAP OF THE TOWN OF ALDMONT MADE FOR L. N. NABORS BY B. L. MILLER, C. E. AND DATED 14<sup>TH</sup> DAY OF SEPTEMBER 1908, AND WHICH IS RECORDED IN THE OFFICE OF THE PROBATE JUDGE OF SAID SHELBY COUNTY, SAID LOT BEING IN THE EAST HALF OF THE NW 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 3 WEST, BEING THE SAME PROPERTY CONVEYED BY JESSIE POWELL, ET UX TO JAMES HENRY PRENTICE, ET UX, DATED 5/10/80 AND RECORDED IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA.

**SUBJECT TO:**

1. All assessments and taxes for the year 2003 and all subsequent years, which are not yet due and payable.
2. Right or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Any lien or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public record.
5. Restrictions, covenants and easements of record.
6. Any inaccuracy in statement made as to the quantity of land contained within the boundaries of the land described in the legal description. (Exhibit A on the title commitment.)

\$ N/A of the purchase price recited above has been paid by a purchase money mortgage loan closed simultaneously herewith.