

This instrument was prepared by

(Name) Dana Morris



20100601000171460 1/4 \$110.00
Shelby Cnty Judge of Probate, AL
06/01/2010 11:43:09 AM FILED/CERT

(Address) 196 Horseback Trail Shelby, AL 35143

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL BY THESE PRESENTS: That Whereas,

Anitra M. Nalls and Cedric W. Nalls

(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,

Anitra M. Nalls and Cedric W. Nalls

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

X Anita M. Nalls

Dana Morris

(SEAL)

X Cedric W. Nalls

THE STATE OF Alabama COUNTY of Shelby

I, Kelly B. Mullin

hereby certify that Anita M. Nalls & Cedric W. Nalls

, 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 1st day of

June

, 2010

Kelly B. Mullin

Notary Public

Kelly B. Mullin

THE STATE OF Alabama

COUNTY Shelby

Notary Public State At Large

Commission Expires

I, Kelly B. Mullin

, a Notary Public in and for said County, in said State, June 28, 2013

hereby certify that

whose name as Dana Morris

of Davenport Bail Bonds, LLC, 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 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

Kelly B. Mullin

THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE.
LEGAL DESCRIPTION WAS PROVIDED BY GRANTOR.

This Instrument was prepared by:
Mike T. Atchison
P O Box 822
Columbiana, AL 35051

Send Tax Notice to:
Anitra M. Nalls
P. O. Box 871
Columbiana, AL. 35051

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA)
SHELBY COUNTY)

20071226000575880 1/1 \$16.00
Shelby Cnty Judge of Probate, AL
12/26/2007 09:02:55AM FILED/CERT

20100601000171460 3/4 \$110.00
Shelby Cnty Judge of Probate, AL
06/01/2010 11:43:09 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That in consideration FIVE THOUSAND AND NO/00 DOLLARS (\$5,000.00), and other good and valuable considerations to the undersigned grantor (whether one or more), in hand paid by grantee herein, the receipt whereof is acknowledged, I or we, **CHARLES O. TIDMORE and wife, JOYCE V. TIDMORE**, (herein referred to as *Grantor*) grant, bargain, sell and convey unto, **ANITRA M. NALLS and CEDRIC W. NALLS** (herein referred to as *Grantees*), the following described real estate, situated in: SHELBY County, Alabama, to-wit:

Exhibit A
That certain parcel of land described as Tax Parcel ID# 58-29-1-02-0-000-004-002, and being more particularly described as follows:

Begin at the NE corner of the N½ of SE¼ of NE¼; thence South to the East right of way of County Road #37; thence Northwest 440 feet along said right of way; thence East 101 feet, more or less, to the Point of Beginning, lying in Section 2, Township 22 South, Range 2 West.

Situated in Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes due and payable October 1, 2008.
2. Easements, restrictions, rights of way, and permits of record.

This property constitutes no part of the homestead of the Grantors.

\$0.00 of the above-recited consideration was paid from a mortgage recorded simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, and I am (we are) lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that I (we) have a good right to sell and convey the same as aforesaid, that I (we) will, and my (our) heirs, executors and administrators shall, warrant and defend the same to the said Grantees, heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of DECEMBER, 2007.

Charles O. Tidmore
CHARLES O. TIDMORE

Joyce V. Tidmore
JOYCE V. TIDMORE

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify that **CHARLES O. TIDMORE and JOYCE V. TIDMORE**, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of DECEMBER, 2007.

Shelby County, AL 12/26/2007
State of Alabama

Deed Tax: \$5.00

Vickie A. Stone
Notary Public
My Commission Expires: 3-19-08





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TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns forever.

SUBJECT TO STATUTORY RIGHT OF REDEMPTION, if any, of all parties lawfully entitled thereto pursuant to the Code of Alabama(1975), and the amendments thereto.

PROPERTY SOLD AS IS and Grantor only warrants title from the time it obtained title until the date Grantor conveys its interest in the aforesaid property to the Grantee.

IN WITNESS WHEREOF, the said Grantor, by Pamela J. Crocker, Vice President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 5th day of December, 2003.

ATTEST:

Carol J. Black
Its: Carol J. Black, Asst. Vice President

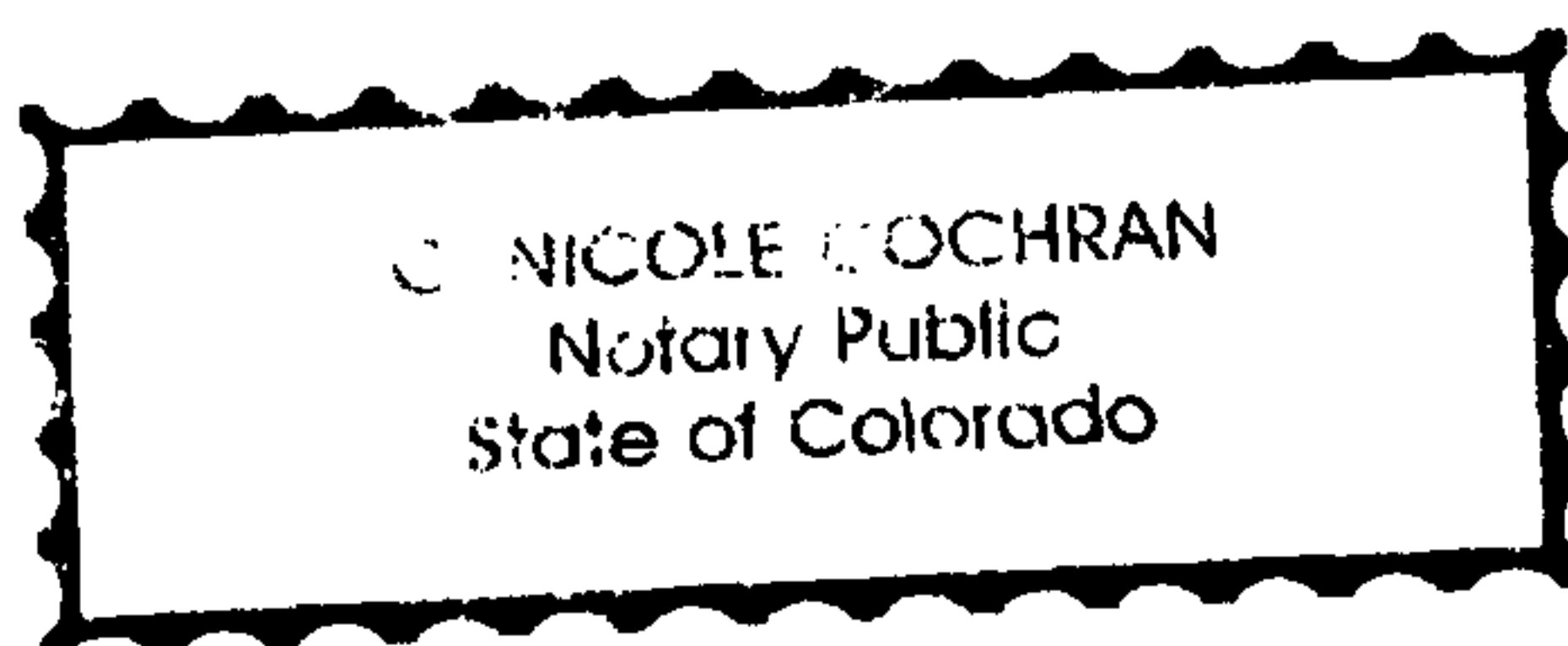
KEY BANK U.S.A., NA

By: [Signature]
Its: Pamela J. Crocker, Vice President

STATE OF Colorado)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Pamela J. Crocker, whose name as Vice President of KEY BANK U.S.A., NA, 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/she, 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 5th day of December, 2003.



Nicole Cochran
Notary Public
My Commission Expires: June 20, 2007