

This instrument was prepared by



20110503000133340 1/3 \$258.00
Shelby Cnty Judge of Probate, AL
05/03/2011 12:36:18 PM FILED/CERT

(Name) Marie Pate-Linda Davenport

(Address) P.O. Box 56 Shelby, AL 35143

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL BY THESE PRESENTS: That Whereas,

Mario Lagliva

(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 Sixty Thousand and 9/100 Dollars

(\$ 160,000), evidenced by a promissory note(s) of even date and indemnity agreement of even date

May 3, 2011

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,

Mario Lagliva

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:

Parcel 03-9-310-006-017.000
169 Lenox Drive
Birmingham, AL 35242
Lenox Place Phase II Subdivision
"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 3rd day of May, 2011
* Mario Lagliva (SEAL)

THE STATE OF Alabama COUNTY Shelby
I, Terry Barnett, a Notary Public in and for said County, in said State,
hereby certify that Mario Lagliva
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 3rd day of May, 2011
Alabama Shelby Terry Barnett, Notary Public
THE STATE OF COUNTY

I, Terry Barnett, a Notary Public in and for said County, in said state,
hereby certify that
whose name as 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 day of , 20


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_____, Notary Public

To
MORTGAGE
DEED



"Exhibit A"

DON ARMSTRONG
PROPERTY TAX COMMISSIONER
ASSESSMENT RECORD - 2011

P. O. BOX 1269
COLUMBIANA, ALABAMA 35051
Tel: (205) 670-6900
Printed On: 5/3/2011

PARCEL: 03 9 31 0 006 017.000
CORPORATION: I
OWNER: LAGLIVA MARIO

LAND VALUE 10% \$60,000
LAND VALUE 20% \$0
CURRENT USE VALUE \$0

ADDRESS: 169 LENOX DRIVE
BIRMINGHAM, AL 35242

CLASS 2

EXEMPT CODE: 10
OVER 65 CODE: DISABILITY CODE:
PROPERTY CLASS: 03 SCHOOL DIST: 2
OVR ASD VALUE:
MUN CODE: 01 COUNTY
EXM OVERRIDE AMT: \$0
HS YEAR: 2003

CLASS 3
BLDG 1 Card 1 111 \$141,000
TOTAL MARKET VALUE: \$201,000

CLASS USE
FOREST ACRES: 0 TAX SALE:
PREV. YEAR VALUE: \$203,800
PARENT PARCEL:
REMARKS:
Last Modified: 7/29/2010 4:52:55 AM
Property Address:
Contiguous Parcels:

ASSMT. FEE:
BOE VALUE:

CURR ASSMT: [NONE] MTG CODE : - LOAN : ACCOUNT NO : 10304267
Sort Code : RL04267

ASSESSMENT/TAX	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	01	\$20,100	\$130.65	\$4,000	\$26.00	\$104.65
COUNTY	3	01	\$20,100	\$150.75	\$2,000	\$15.00	\$135.75
SCHOOL	3	01	\$20,100	\$321.60	\$0	\$0.00	\$321.60
DIST SCHOOL	3	01	\$20,100	\$281.40	\$0	\$0.00	\$281.40
CITY	3	01	\$20,100	\$0.00	\$0	\$0.00	\$0.00
FOREST	03	01	\$0	\$0.00	\$0	\$0.00	\$0.00

ASSD. VALUE: \$20,100.00
Shelby Tax

\$884.40

GRAND TOTAL: \$843.40

INSTRUMENTS

INST NUMBER	DATE
<u>20000003991600000</u>	11/13/2000
<u>19960003268900000</u>	9/26/1996
<u>19950002666100000</u>	9/21/1995
<u>19940002779300000</u>	9/2/1994

SALES INFORMATION

SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE
No Sales Information on Record			

LEGAL DESCRIPTION

MAP NUMBER: 03 9 31 0 000 CODE1: 24 CODE2: 00
SUB DIVISON1: LENOX PLACE PHASE 2
SUB DIVISON2:

MAP BOOK: 19 PAGE: 157
MAP BOOK: 00 PAGE: 000

PRIMARY LOT: 17
SECONDARY LOT:
PRIMARYBLOCK: 000
SECONDARYBLOCK: 000

SECTION1 31	TOWNSHIP1 18S
SECTION2 00	TOWNSHIP2 00
SECTION3 00	TOWNSHIP3 00
SECTION4 00	TOWNSHIP4
LOT DIM1 60.00	LOT DIM2 100.06

RANGE1 01W	
RANGE2 00	
RANGE3 00	
RANGE4	
ACRES 0.138	SQ FT 6,048.000

METES AND BOUNDS:
REMARKS:

Tax Year	Entity Name.	Mailing Address
2011	LAGLIVA MARIO	169 LENOX DRIVE, BIRMINGHAM AL - 35242
2010	LAGLIVA MARIO	169 LENOX DRIVE, BIRMINGHAM AL - 35242
2009	LAGLIVA MARIO	169 LENOX DRIVE, BIRMINGHAM AL - 35242
2008	LAGLIVA MARIO	169 LENOX DRIVE, BIRMINGHAM AL - 35242
2007	LAGLIVA MARIO	169 LENOX DRIVE, BIRMINGHAM AL - 35242
2006	LAGLIVA MARIO	169 LENOX DRIVE, BIRMINGHAM AL - 35242
2005	LAGLIVA MARIO	169 LENOX DRIVE, BIRMINGHAM AL - 35242
2004	LAGLIVA MARIO	169 LENOX DRIVE, BIRMINGHAM AL - 35242
2003	LAGLIVA MARIO	169 LENOX DRIVE, BIRMINGHAM AL - 35242

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