

# MORTGAGE DEED

This instrument was prepared by:  
Kenneth M. Curtis, Owner, Shelby County Bail Bonds, LLC  
518 Highway 343, Columbiana, AL 35051

  
20120507000158570 1/3 \$282.00  
Shelby Cnty Judge of Probate, AL  
05/07/2012 09:34:39 AM FILED/CERT

STATE OF Alabama  
COUNTY OF Shelby

KNOW ALL BY THESE PRESENTS: That Whereas,  
Owen Atkins & Glynda B. Atkins (hereinafter called  
"Mortgagors"), whether one or more, are justly indebted to SHELBY COUNTY BAIL BONDS, LLC  
(hereinafter called "Mortgagee"), whether one or more, in the sum of  
One Hundred Seventy Six Thousand and <sup>00</sup>/<sub>100</sub> Dollars  
(\$ 176,000.00), evidenced by a promissory not(s) of even date and indemnity agreement  
of even date: May 4 2012.

And Whereas, Mortgagor 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,  
Owen Atkins & Glynda B. Atkins  
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:

Map Number 11-7-36-4-000 Code1: 02 Code2: 00

"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 at 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 courthouse 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 fully matured at the date of said sale, but no interest shall be collected beyond the day 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

Owen Atkins & Glynda B. Atkins & Kenneth have hereunto set signature  
and seal, this 4<sup>th</sup> day of May, 2012. Curtis

Dana Morris  
Glynda B. Atkins  
Kenneth Curtis



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STATE OF Alabama COUNTY OF Shelby

I, Dana Morris, a Notary Public in and for said County, in said State,  
hereby certify that Owen Atkins & Glynda B. Atkins  
whose name(s) signed to the foregoing conveyance, and who is/are known to me, acknowledge before  
me on this date, 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 4<sup>th</sup> day of  
May, 2012.

Dana Morris  
Notary Public

My Commission Expires: August 24, 2014

STATE OF Alabama COUNTY OF Shelby

I, Dana Morris, a Notary Public in and for said  
County, in said State, hereby certify  
that Kenneth Curtis, whose name as owner of Shelby County 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 voluntarily for and as the act of said company. Given under my hand and  
official seal this 4<sup>th</sup> day of May, 2012.

Dana Morris  
Notary Public



2 Exhibit A  
**DON ARMSTRONG**  
**PROPERTY TAX COMMISSIONER**  
**ASSESSMENT RECORD - 2012**

P. O. BOX 1269  
COLUMBIANA, ALABAMA 35051  
Tel: (205) 670-6900  
Printed On: 5/1/2012

PARCEL: 11 7 36 4 001 014.000  
CORPORATION: I  
OWNER: ATKINS OWEN O & GLYNDA B

LAND VALUE 10% \$61,000  
LAND VALUE 20% \$0  
CURRENT USE VALUE \$0

ADDRESS: 1786 INDIAN HILLS RD  
PELHAM, AL 35124

**CLASS 2**

EXEMPT CODE: 30  
OVER 65 CODE: X  
PROPERTY CLASS: 03  
OVR ASD VALUE:  
DISABILITY CODE:  
SCHOOL DIST: 2  
MUN CODE: 08 PELHAM  
EXM OVERRIDE AMT: \$0  
HS YEAR: 0

**CLASS 3**  
UTILITY WOOD OR 26WCCAV \$1,430  
BLDG 1 Card 1 111 \$114,000

TOTAL MARKET VALUE: \$176,430

CLASS USE  
FOREST ACRES: 0  
PREV. YEAR VALUE: \$177,650  
PARENT PARCEL:  
TAX SALE:  
ASSMT. FEE:  
BOE VALUE:

REMARKS: DB 291 P 525;DB 348 P 919;  
Last Modified: 10/6/2011 9:46:06 AM  
Property Address: 1786 INDIAN HILLS RD PELHAM AL 35124  
Contiguous Parcels:

**ASSESSMENT/TAX**

CURR ASSMT: [NONE] MTG CODE: - LOAN: ACCOUNT NO: 11103059  
Sort Code: RA03059

|             | CLASS | MUNCODE | ASSD. VALUE | TAX      | EXEMPTION | TAX EXEMPTION | TOTAL TAX |
|-------------|-------|---------|-------------|----------|-----------|---------------|-----------|
| STATE       | 3     | 08      | \$17,660    | \$114.79 | \$17,660  | \$114.79      | \$0.00    |
| COUNTY      | 3     | 08      | \$17,660    | \$132.45 | \$17,660  | \$132.45      | \$0.00    |
| SCHOOL      | 3     | 08      | \$17,660    | \$282.56 | \$17,660  | \$282.56      | \$0.00    |
| DIST SCHOOL | 3     | 08      | \$17,660    | \$247.24 | \$17,660  | \$247.24      | \$0.00    |
| CITY        | 3     | 08      | \$17,660    | \$247.24 | \$17,660  | \$247.24      | \$0.00    |
| FOREST      | 03    | 08      | \$0         | \$0.00   | \$0       | \$0.00        | \$0.00    |

ASSD. VALUE: \$17,660.00  
Shelby Tax

\$1,024.28

GRAND TOTAL: \$0.00

**INSTRUMENTS**

INST NUMBER

DATE

**SALES INFORMATION**

SALE DATE

SALE PRICE

SALE TYPE

RATIOABLE

No Sales Information on Record

**LEGAL DESCRIPTION**

MAP NUMBER: 11 7 36 4 000 CODE1: 02 CODE2: 00  
SUB DIVISON1: INDIAN HILLS 1ST ADDITION TO 2ND SECTOR  
SUB DIVISON2:

MAP BOOK: 05 PAGE: 007  
MAP BOOK: 00 PAGE: 000

PRIMARY LOT: 19  
SECONDARY LOT:

PRIMARYBLOCK: 5  
SECONDARYBLOCK:

SECTION1 36  
SECTION2 00  
SECTION3 00  
SECTION4 00  
LOT DIM1 174.42

TOWNSHIP1 19S  
TOWNSHIP2 00  
TOWNSHIP3 00  
TOWNSHIP4  
LOT DIM2 247.44

RANGE1 03W  
RANGE2 00  
RANGE3 00  
RANGE4  
ACRES 0.000

SQ FT 0.000

**METES AND BOUNDS:**

**REMARKS:**

| Tax Year | Entity Name.             |
|----------|--------------------------|
| 2012     | ATKINS OWEN O & GLYNDA B |
| 2011     | ATKINS OWEN O & GLYNDA B |
| 2010     | ATKINS OWEN O & GLYNDA B |
| 2009     | ATKINS OWEN O & GLYNDA B |
| 2008     | ATKINS OWEN O & GLYNDA B |
| 2007     | ATKINS OWEN O & GLYNDA B |
| 2006     | ATKINS OWEN O & GLYNDA B |
| 2005     | ATKINS OWEN O & GLYNDA B |
| 2004     | ATKINS OWEN O & GLYNDA B |
| 2003     | ATKINS OWEN O & GLYNDA B |

Mailing Address  
1786 INDIAN HILLS RD, PELHAM AL - 35124  
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