

This instrument was prepared by

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Form 1-1-22 Rev. 1-28

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Evelyn F. Rosier, a single woman

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Craig L. Faust, a single man

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

of — Forty One Thousand and no/100
(\$ 41,000.00), evidenced by

One promisory note 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, Evelyn F. Rosier, a single woman

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: 335

Unit "B", Building 3, of Lot 3, CHANDALAR SOUTH TOWNHOUSES, as recorded in Map Book 6, pg 67 1 the office of the Judge of Probate of Shelby County, Alabama more particularly described as follows: Commence at the most southerly corner of Lot 3, thence in a northwesterly direction along the Southwest line of Lot 3 a distance of 50.85 ft; thence 90° right in a Northeasterly direction a distance of 15.0 ft. to a point of beginning; said point being further identified as being the point of intersection of the center line of the wood fence enclosing the fronts of Units "A", "B", "C" and "D" and the centerline of the wood fence common to Units "B" and "C" thence continue in a Northeasterly direction along the center line of said fence, party wall at fence a distance of 68.0 ft. to intersection of the center line of the fence enclosing the backs of Units "A", "B", "C" and "D", thence left in a Northwesterly direction along the center line of last described fence for a distance of 23.86 ft. to intersection of the center line of the wood fence common to Units "A" and "B"; thence left in a Southwesterly direction along the center line of said fence, party wall and fence a distance of 68.0 ft. to intersection of the Center line of the fence enclosing the fronts of Units "A", "B", "C" and "D"; thence left in a Southeasterly direction along the center line of last described fence a distance of 24.14 ft. to the point of beginning.

Situated in Shelby County, Alabama.

Subject to easements, restrictions and limitations of record and taxes due and payable October 1, 1990 AND transmission line permit to Alabama Power Company recorded in Deed Book 273, pg. 477 and in Deed Book 287, pg. 506 in the Probate Office of Shelby County, Alabama and permit to South Central Bell, recorded in Deed Book 280 pg. 752 in said Probate Office and easements restrictions, covenants, conditions, assessments, and agreements contained in Declaration recorded in Misc. Book 6 pg 804 in said Probate Office.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

This is a purchase money mortgage.

Upon the sale or transfer of the mortgage property as described herein, without the prior written consent or permission of the mortgagee, then in that event the whole of the said indebtedness hereby secured shall at once become due and payable and if not paid upon demand of the mortgagee, then this mortgage shall be subject to foreclosure as hereinafter set forth.

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 the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, 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 fail 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 the enforcement of any prior lien or incumbrance 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 the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the 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 then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have 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 the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; 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

Evelyn F. Rosier

have hereunto set her signature and seal, this 27th day of December, 19 89

Evelyn F. Rosier
Evelyn F. Rosier

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama
Shelby COUNTY

I, the undersigned
hereby certify that Evelyn F. Rosier, a single woman

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

whose name 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of December, 19 89

Notary Public.

THE STATE of
COUNTY

I,
hereby certify that

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

whose name as of
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 such conveyance, he, 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 day of, 19

STATE OF ALA. SHELBY CO., Notary Public
I CERTIFY THIS
INSTRUMENT WAS FILED

90 JAN -8 AM 10:35

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

MORTGAGE DEED

1. Deed Tax	\$	6.50
	\$	5.00
		3.00
		1.00
Total	\$	10.50

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

Return to:

TO

BOOK 273 PAGE 336