

MORTGAGE

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Ira Daily, and wife, Teresa Daily, (hereinafter called "Mortgagors", whether one or more), are justly indebted to Nyla Ruth Sellers, (hereinafter called "Mortgagee", whether one or more), in the sum of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00), evidenced by one mortgage note of even date, bearing interest as shown.

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, Ira Daily and wife, Teresa Daily, 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:

Commence at the northeast corner of the SE1/4 of the NE 1/4 of Section 19, Township 22 south, Range 3 west, Shelby County, Alabama and run thence southerly along the east line of said quarter-quarter section a distance of 1,111.50' to a point; Thence turn 93 deg. 08 min. 28 sec. right and run westerly a distance of 222.16' to the point of beginning of the property being described; Thence continue along last described course a distance of 96.0' to a point on the easterly margin of Shelby County Road No. #223; Thence turn 80 deg. 08 min. 38 sec. right and run northerly along said margin of said road a distance of 176.67' to a point; Thence turn 86 deg. 44 min. 39 sec. right and run easterly a distance of 96.0' to a point; Thence turn 93 deg. 37 min. 11 sec. right and run southerly a distance of 198.56' to the point of beginning, containing 0.41 of an acre and subject to any and all agreements, easements, restrictions and/or limitations of probated record or applicable law.

This instrument prepared without evidence of title condition or survey. There is no representation as to title or matters that might be revealed by survey, inspection or examination of title by the preparer of this instrument.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To Have and to Hold the above granted property 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

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70 Hwy 223  
Huntsville, AL  
35115

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 specifically 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 amount 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 sums 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 the 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 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 amount that may have been expended, or that it may then 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 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, Ira Daily, and wife,  
Teresa Daily, have hereunto set their signature and their seals,  
this the 30<sup>th</sup> day of January, 1994.

Ira Daily  
Ira Daily

Teresa Daily  
Teresa Daily

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Ira Daily 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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30<sup>th</sup> day of January, 1994.

Donna R. Harper  
Notary Public  
My Commission Expires: 1/12/95

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STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Teresa Daily, 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 the 30<sup>th</sup> day of ~~November, 1993.~~

January, 1994, Donna R. Harper  
Notary Public  
My Commission Expires: 1/12/95

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