

This instrument was prepared by

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Form 1-1-22 Rev. 1-86

~~MORTGAGE~~—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Susette L. Waddell, a single woman

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Ailene F. Seale

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

of Thirty-One Thousand and no/100----- Dollars  
(\$31,000.00 ), evidenced by a real estate mortgage note of even date

Inst # 1994-20926

07/01/1994-20926  
02:16 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SNA 57.50

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,

Susette L. Waddell, 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:

Commence at the NW corner of Section 25, Township 21 south, Range 1 West; thence run South along the West line of said Section 25 a distance of 1573.22 feet; thence turn an angle of 103 degrees 26 minutes 48 seconds to the left and run a distance of 576.78 feet; thence turn an angle of 15 degrees 09 minutes 33 seconds to the left and run a distance of 834.70 feet to a point on the North right of way of Alabama State Hwy. No. 25 and the SE corner of the Columbiana Elementary School; thence turn an angle of 5 degrees 16 minutes to the left and run a distance of 63.21 feet; thence turn an angle of 2 degrees 12 minutes to the left and run a distance of 80.44 feet to the point of beginning; thence continue in the same direction along said right of way a distance of 23.09 feet; thence turn an angle of 2 degrees 44 minutes to the left and continue along said right of way a distance of 27.85 feet; thence turn an angle of 85 degrees 29 minutes 40 seconds to the left and run a distance of 131.75 feet; thence turn an angle of 92 degrees 15 minutes 20 seconds to the left and run a distance of 57.27 feet; thence turn an angle of 90 degrees 30 minutes 16 seconds to the left and run a distance of 132.56 feet to the point of beginning. Situated in the N 1/2 of NW 1/4 of Section 25, Township 21 South, Range 1 West, Shelby County, Alabama.

Together with the perpetual easement and right of way for ingress and egress over and along the existing driveway leading from Alabama Highway No. 25 in a Northerly and Northeasterly direction to the residence on the above described property, as said road is now located.

This is a wrap around mortgage. There is an existing first mortgage from Ailene F. Seale, to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated June 30, 1983, recorded in Mortgage Book 433, Page 140, in the Probate Office of Shelby County, Alabama. The mortgagee herein, Ailene F. Seale are responsible for making all payments under the first mortgage to Farmers Home Administration. In the event this first mortgage become delinquent, mortgagors herein have the right to make the first mortgage payment directly to Farmers Home Administration and receive credit for the amount of said payment toward the mortgage payment due under the promissory note of even date herewith, secured by this wrap-around mortgage. In the event the first mortgage is called or foreclosure proceedings are initiated by Farmers Home Administration, Mortgagor herein have the right to pay, redeem or take any other action in said first mortgage and shall receive full credit on this mortgage for the amount of payments made and any necessary and/or reasonable expenses incurred.

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

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

Susette L. Waddell, a single woman

have hereunto set my signature and seal, this 30th day of June, 1994.  
Susette L. Waddell (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Susette L. Waddell, a single woman

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 30th day of June, 1994.  
Notary Public.

THE STATE of  
COUNTY }

I, a Notary Public in and for said County, in said State, hereby certify that

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

Inst # 1994-20926, Notary Public  
07/01/1994-20926  
02:16 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama