

THIS INSTRUMENT PREPARED BY:

Karen Brown Evans  
GORHAM, STEWART, KENDRICK,  
BRYANT & BATTLE, P.C.  
2101 6th Avenue North  
Suite 700  
Birmingham, Alabama 35203

Inst # 1994-35843

12/06/1994-35843  
01:05 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
MORTGAGE 396.25

STATE OF ALABAMA ) KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF JEFFERSON )

THAT WHEREAS, the undersigned, Deborah W. Griffin (a married woman) (hereinafter called "Mortgagor") is justly indebted to Robert C. Wesson and Betty B. Wesson (husband and wife) jointly or to the survivor of them, (hereinafter called "Mortgagees", whether one or more) in the sum Two Hundred Fifty Four Thousand Five Hundred and 00/100 Dollars (\$254,500.00), evidenced by one promissory note dated September 15, 1994, and payable according to the terms of said Note. If not sooner paid said indebtedness shall be paid in full on September 15, 2022, which is the maturity date.

AND WHEREAS, Mortgagor agrees, in incurring said Indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor, Deborah W. Griffin, does hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate situated in Shelby County, State of Alabama, to-wit:

Lot 300, according to the Survey of Brook Highland, an Eddleman Community, 7th Sector, as recorded in Map Book 13, Page 99, in the Probate Office of Shelby County, Alabama.

Subject to current taxes, easements and restrictions of record.

THIS MORTGAGE IS NON-ASSUMABLE AND SHALL BE DUE ON SALE WITHOUT THE PRIOR WRITTEN CONSENT OF THE HOLDER HEREOF.

Said property is warranted free from all encumbrances and against any adverse claim, except as above set forth.

TO HAVE AND TO HOLD the above property unto the said Mortgagees, Mortgagees' 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 Mortgagees may at Mortgagees' option pay off the same; and to further secure said indebtedness, the 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 Mortgagees, with loss, if any, payable to said Mortgagees, as the interest of said Mortgagees may appear, and to promptly deliver said policies, or any renewals of said policies to said Mortgagees; and if the undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagees, then the said Mortgagees, or assigns, may at Mortgagees' option insure said property for said sum for the benefit of said Mortgagees, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagees for taxes, assessments or insurance, shall become a debt to said Mortgagees or assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage, and bear interest from the date of payment by said Mortgagees and be at once due and payable.

Upon condition however, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagees or assigns for any amounts Mortgagees may have expended for taxes, assessments and insurance, and the 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 Mortgagees or assigns, or should said indebtedness hereby secure, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagees or assigns in said property become endangered by reason of the 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 Mortgagees, 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, to sell the same in lots or parcels, or en masse, as Mortgagees, agents or assigns, may deem best, in front of the Courthouse of said County, (or the division thereof) where such property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of said 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 then 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 Mortgagees,

agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's fee to said Mortgagees 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 Mortgagor herein has executed this instrument on the 15 day of September, 1994.

Deborah W. Griffin  
Deborah W. Griffin

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Deborah W. Griffin 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, the same was executed voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this the 15<sup>th</sup> day of September, 1994.

Renee S. Rutland  
Notary Public  
My Commission Expires: 6-24-95

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