This instrument was prepared by

(Name) John C. Wilson

(Address) 3365 Hermitage Road, Birmingham, Alabama 35223

Form 1-1-x1 Rev. 1-88

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jadie M. Holsomback, and wife, Tura T. Holsomback

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

John C. Wilson

(hereinafter called "Mortgagee", whether one or more), in the sum of Fifty-four Thousand and 00/100------Dollars (\$54,000.00), evidenced by

A Promissory Note dated contemporaneously with this mortgage which is payable in equal monthly installments of principal and interest over a term of twenty years.

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,

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

23.33 2MM

See attached exhibit "A". Tract 3-A (23.33 acres +/- which includes proposed Lots 1, 2 and 3), situated in Section 11, Township 24 North, Range 15 East as recorded in Map Book 18, Page 112 in the Probate Office of Shelby County, Alabama.

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To Have And To Hold the above granted property unto the said Mortgages, Mortgages'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 tornade 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 Mortgages; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgages, then the said Mortgages, or assigns, may at Mortgages's option insure said property for said sum, for Mortgages'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 shell 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 Mortgages 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 Mortgages 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 Mortgages, 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 an masse as Mortgages, 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 hidder 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 sald 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 Mortgages 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 Tadda M Holacomback and wife Tune T

| have hereunto set the      |  | Jadie M. Holsombaci   | 1996  |
|----------------------------|--|---|---|
| ·                          |  | Tura T. Holsomback  | Holsomback (SEAL) (BEAL)  |
| THE STATE of ALAB          |  | •   |   |
| I, the undersig            | ned authority<br>ie M. Holsomback, and | , a Notary Public in<br>d wife, Tura T. Holsombac                                       | n and for said County, in said State,   |
| time petus intollined of f | ne contents of the conveyance          | and who are known to me they executed the same voluntary little day of June             | acknowledged before me on this day, rily on the day the same bears date, , 1996  Notary Public. |
| THE STATE of               | COLLNESS                               |   | Carry Public.   |
| I,<br>hereby certify that  | COUNTY                                 | , a Notary Public is  | and for said County, in said State,   |
| for and as the act of said |  | of<br>and who is known to me, acknow<br>he, as such officer and with full aut<br>day of | ledged before me, on this day that,<br>hority, executed the same voluntarily<br>, 19            |
|                            |  |   | Notary Public   |
| <b>£</b>                   | AGE DEED                               | Inst + 1996-33552   | ORE FROM Surance (Orporal NCE - ABSTRAC   |

10/08/1996-33552

11:51 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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