

This instrument was prepared by

(Name)..... John C. Wilson

(Address)..... 3365 Hermitage Road, Birmingham, Alabama 35223

Form 1-1-22 Rev. 1-60

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 ~~2.33~~ ^{2.33} ~~2.33~~
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.

at • 1996-33552

11/08/1996-33552
11:51 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
JUL 20 1996

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 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.

have hereunto set their signatures and seal, this 14th day of June, 1996

Jadie M. Holsomback (SEAL)
Jadie M. Holsomback (SEAL)
Tura T. Holsomback (SEAL)
Tura T. Holsomback (SEAL)

Given under my hand and official seal this 14th day of June, 1996, Notary Public.

Given under my hand and official seal, this the _____ day of _____, 19____.

_____, Notary Public

10/08/1996-33552
11:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SMA 92.00

Stromingen, Alabama