ENOW ALL MEN BY THESE PRESENTS: That Whereas, CLAYFON ELFATAH JR. PRINTING FOR COLOR COMPANY (hereineller called "Mortgages", whether one or more, are justly indebted, to GLEN WADE BONDING COMPANY (hereineller called "Mortgages", whether one or more, in the sum Short Shu Shousanl & 000 Dollars 36,000. TO), evidenced by a promiseory note(s) of even data and indemnity agreement of even and Whereas, Mortgagers agreed, in incurring said indebtedness, that this mortgage should be given to secure symmet thereof. OW THEREFORE, in consideration of the premiseo, said Mortgagers. CLAYFON ELIATAH JR., and all others executing this mortgage, de hereby great, bargain, sell and correy unto the Mortgages to secribed real estate, situated in Shelby (205) RANGE 1 (03 w) SECH (36) TOWNShip 1 (205) RANGE 1 (03 w) SECH 3 (00) TOWNShip 2 (00) RANGE 2 (00 SECH 3 (00) TOWNShip 3 (00) RANGE 3 (00 LO DIM SING COLOR COL	ATE OF ALABAMA		NTR: That Whereas.
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09/08/1998-34970

10:36 AM CERTIFIED

063 CRM 67.50

This instrument was propered by
(Manne). GLENN WADE

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 resi estate insured against loss or damage by fire, lightning and tornade for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgages, with loss, if any, payable to said Mortgages, as Mortgages's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fall to keep tald property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgages's option insure said property for said sum, for Mortgages's own benefit, the policy if collected, to be éredited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgages 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 Mortgages, 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 imounts Mortgagess may have expended for tame, assessments, and insurance, and interest thereon, then this conveyance to be mail 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 Mortgages 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 duce 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 suthorized 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 on masse as Mortgagee, agents, or assigns deem best, in front of the Court House door of said County, (or the division the reof) 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 reacy 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 dists 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 Mortgages, 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 apsigms, 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 WIINESS WHEREOF the understaned have hereunto set signature and seal, this 3 / day of AD9 US+ 1994 Witnesses (2 required without notary) (SEAL) THE STATE OF ALA COUNTY SHELLING a Notary Public in and for said County, in said State, hereby corcily that CLASTON ELIJAHJR whose name(s) signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day, that being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 3/ day of AUC GLENN WASE Notary Public , a Notary Public in and for said County, in said State, whose name as of Glen Wade Bonding Company, 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, ha/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company. Given under my hand and official seal, this the day of Japor

To Here And To Hold the above granted property unto the said Mortgages, Mortgages's successors, helds, and assigns forever, and

10.

PROPERTY INQUIRY

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                                               09/08/1998-34970
                                               10:36 AM CERTIFIED
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TAX SALE1 [

TAX SALE2 [

SHELBY COUNTY JUDGE OF PROBATE

003 CRH

67.50