17
17550

This instrument was prepared by:
Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051

20060926000476600 1/3 $192.50
Shelby Cnty Judge of Probate, AL
09/26/2006 08:36:59AM FILED/CERT

MORTGAGE DEED

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JOHN PENNINGTON AND JOY PENNINGTON, A MARRIED COUPLE

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

STEPHANIE PHILLIPS, A MARRIED WOMAN

(hereinafter called "Mortgagors", whether one or more),

in the sum of ONE HUNDRED SIXTEEN THOUSAND NINE HUNDRED SEVENTY FOUR 75/100 DOLLARS ($116,974.75) evidenced by a mortgage note.

This is mortgage on real estate.

And whereas, Mortgagees agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor,

STEPHANIE PHILLIPS, A MARRIED WOMAN

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in SHELBY County, State of Alabama, to wit:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Said property is warranted free from all encumbrances 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

20060926000476600 2/3 $192.50
Shelby Cnty Judge of Probate,AL
09/26/2006 08:36:59AM FILED/CERT

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 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 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 of Shelby and State of Alabama, 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 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 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

JOHN PENNINGTON AND JOY PENNINGTON, A MARRIED COUPLE

Have hereunto set their signatures and seals, this 22nd day of SEPTEMBER, 2006.

JOHN PENNINGTON

JOY PENNINGTON

STATE OF ALABAMA
SHELBY COUNTY

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

JOHN PENNINGTON AND JOY PENNINGTON

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of SEPTEMBER, 2006.

Notary Public
My commission expires: 10-16-08

MICHAEL T. ATCHISON NOTARY PUBLIC ALABAMA STATE AT LARGE

20060926000476600 3/3 $192.50
Shelby Cnty Judge of Probate,AL
09/26/2006 08:36:59AM FILED/CERT

A Lot or Parcel of land situated in the Northwest ¼ of the Southeast ¼ of Section 24, Township 21, Range 1 West, particularly described as follows: Beginning at the Southeast corner and run West along the South line of same about 1080 feet to the East Right of Way line of the Columbiana – Wilsonville Highway; thence North 12 degrees East along the East right of way line of said Highway 405 feet, more or less, to the corner of what is known as Miles Branch as the Point of Beginning of the lot hereby conveyed; thence East along the center of said Branch 100 feet; thence South 12 degrees West and Parallel with said Highway 150 feet; thence West and Parallel with said Branch 100 feet to the East right of way line of said Highway; thence Northeast along said highway right of way 150 feet to the Point of Beginning, and situated in Shelby County, Alabama.