

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, the undersigned Harold Collum and wife Sallie I. Collum (hereinafter called Mortgagor), justly indebted to Rosie Isbell a widow (hereinafter called Mortgagee) in the sum of Four hundred and no/100 DOLLARS as evidenced by One promissory waive note and bearing even date with this instrument, and due and payable

And being desirous of securing the punctual payment of said indebtedness with interest when the same falls due; Now Therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said do hereby grant, bargain, sell and convey unto the said Mortgagee, his heirs and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

Lot No. 12 according to R.E. Whaley's map of Maylene Shelby County in ALABAMA.

And recorded in the office of the Probate Judge Office of Shelby County State of Alabama.

The said Four hundred Dollars are payable at 12 notes at \$30.00 and one note at \$ 40.00 due May the first 1968

*Fail
See reverse*

warranted free from all encumbrance and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee Roxie Isbell a widow 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 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 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 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, 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.

WITNESS WHEREOF, have, our and seal, this 31 day of March, 1967

X Harold Collum (SEAL)
Harold Collum
X Sallie I. Collum (SEAL)
Sallie I. Collum
(SEAL)

305 PAGE 543

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS

1967 MAR 31 PM

REC. BK. & PAGE AS SHOWN

JUDGE OF PROBATE

STATE OF Alabama
Shelby COUNTY

I, L. G. Funnally, a Notary Public in and for said County, in said State hereby certify that

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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of March, 1967

Notary Public

MORTGAGE
(REAL ESTATE)

FROM

Harold Colburn

1/2 Paul Bell

TO

1st 1st 1st

Mayland

THE STATE OF ALABAMA,

County

Office of the Judge of Probate

I hereby certify that the within Mortgage was filed in this office for record on the

day of _____, 19____,

at _____ o'clock _____ M., and duly re-

corded in Book _____ of Mortgages

page _____ and examined.

Judge of Probate

paid in full
Feb 26, 1968
MRS ROSE ISBEL
WITNESS Corda Tongkore
James Kay Colburn

STATE OF ALA. SHELBY CO.
CERTIFY THIS
INSTRUMENT WAS FILED

1968 FEB 27 AM 10:23

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE

Carroll J. Jones
JUDGE OF PROBATE

60
205
265