

This instrument was prepared by

(Name) LARRY L. HALCOMB 556  
ATTORNEY AT LAW  
(Address) 3512 OLD MONTGOMERY HIGHWAY  
HOMEWOOD, ALABAMA 35209

19811116000121750 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
11/16/1981 00:00:00 FILED/CERTIFIED

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Wayne Carnes, a single man

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

Annie Ruth LaHue

(hereinafter called "Mortgagee", whether one or more), in the sum

of Sixty thousand and no/100 ----- Dollars  
(\$ 60,000.00 ), evidenced by promissory note of even date herewith, having a final maturity  
of November 13, 2011.

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,

Wayne Carnes, a single man

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:

Condominium Unit Number 321 of Cambrian Wood Condominium, a condominium according to  
the Declaration of Condominium Ownership of Cambrian Wood Condominium recorded in Book  
12, beginning at page 87, and amended by Misc. Book 13 Page 2, Misc. Book 13 Page 4 and  
Misc. Book 13 Page 344 in the Office of the Judge of Probate of Shelby County, Alabama;  
together with an undivided .0111225 per cent interest appurtenant to said unit in the  
common elements as set forth in Exhibit "C" of said Declaration, as amended.

Subject to taxes for 1982.

Subject to restrictions, easements, rights of way and building lines of record.

Subject to terms and conditions of Declaration of Condominium of record and limitations  
and conditions of Condominium Act.

This is a purchase money mortgage.

In the event of a sale of subject property, the debt secured hereby may be assumed  
if the purchaser agrees to an increase in the interest rate to 14% and the credit of  
the purchaser is satisfactory to the mortgagee.

Said property is warranted free from all incumbrances 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 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 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 Wayne Carnes, a single man

have hereunto set my signature and seal, this 13th day of November, 19 81

Wayne Carnes (SEAL)  
WAYNE CARNES  
Mortgage 90.00 (SEAL)  
Deed 3.00 (SEAL)  
Paid 1.00 (SEAL)  
94.00 (SEAL)

STATE OF ALABAMA  
I CERTIFY THIS  
1981 NOV 16 AM 9:47

19811116000121750 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
11/16/1981 00:00:00 FILED/CERTIFIED

THE STATE of  
JEFFERSON

ALABAMA

JUDGE COUNTY

I, Larry L. Halcomb, a Notary Public in and for said County, in said State,  
hereby certify that Wayne Carnes, a single man

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 he executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this 13th day of November, 19 81

THE STATE of

COUNTY }

My Commission Expires January 23, 1982

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that

whose name as \_\_\_\_\_ of  
a corporation, 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, he, as such officer and with full authority, executed the same voluntarily  
for and as the act of said corporation.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_, Notary Public

LARRY L. HALCOMB  
ATTORNEY AT LAW  
5312 OLD MONTGOMERY HIGHWAY  
Return to: HOMEWOOD, ALABAMA 35209

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203