

1031
This instrument was prepared by

(Name) ✓ A. Eric Johnston, Attorney at Law

(Address) 2220 Highland Avenue, Birmingham, Alabama 35205

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kathy Poole McAuley

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

William Poole

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

of Nine Thousand Seven Hundred and No/100

Dollars

(\$ 9,700.00), evidenced by a Promissory Note

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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, Kathy Poole McAuley

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:

Commence at the NW corner of the SE 1/4 of the SE 1/4 of Section 12, Township 19, Range 2 West, said corner also being the NE corner of Lot 10, Block 17, according to the survey of Lincoln Park, a subdivision in Shelby County, Alabama; thence run Easterly along the North line of said 1/4-1/4 Section for a distance of 472.17 feet to the point of beginning of the tract of land hereafter described, said point being the Northwesterly corner of a tract of land owned by the Mortgagor herein; from said point of beginning continue Eastwardly along said section line a distance of 374.96 feet to the Northwesterly right of way line of Cahaba Valley Road; thence turn to the right 131° 35' 30" and go in a Southwesterly direction along the Northwesterly line of Cahaba Valley Road a distance of 133.71 feet; thence turn right an angle of 48° 24' 30" and run Westerly a distance of 286.20 feet; thence turn 90° to the right and run a distance of 100 feet to the point of beginning.

SUBJECT to other encumbrances of record.

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, Kathy Poole McAuley

have hereunto set her signature and seal, this

day of September, 19 83

Kathy Poole McAuley (SEAL)
Kathy Poole McAuley (SEAL)

Mtg TAX 14.55
Rec 3.00
Tud 1.00
18.55

1983 SEP 22 PM 12:25

J. Thomas A. Snowden, Jr.
JUDGE OF PROBATE

THE STATE of Florida
Orange COUNTY

I, the undersigned
hereby certify that Kathy Poole McAuley

, a Notary Public in and for said County, in said State,

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

Given under my hand and official seal this 15th day of September, 19 83

Sherie L. Rivenbark
Notary Public

THE STATE of Florida
Orange COUNTY

I, Sherie L. Rivenbark
hereby certify that Kathy Poole McAuley

, a Notary Public in and for said County, in said State,

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 15th day of September, 19 83

Sherie L. Rivenbark
Notary Public

A. Eric Johnston
Attorney at Law
P. O. Box 55405
Birmingham, AL 35205-5405

Kathy Poole McAuley

TO

William Poole

MORTGAGE DEED

This form furnished by

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