

This instrument was prepared by

Harrison, Conwill, Harrison & Justice

P. O. Box 557
Columbiana, Alabama 35051

MORTGAGE--

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Charles Curtis McCartney, an unmarried man,

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

✓ Hollins Hilyer

(hereinafter called "Mortgagee", whether one or more), in the sum of Four Thousand Five Hundred and no/100----- Dollars (\$4,500.00 plus interest evidenced by promissory note of even date herewith, due and payable in accordance with the terms, conditions and provisions of said note and/or any renewal or extensions thereof.

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,

Charles Curtis McCartney, an unmarried 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:

A lot or parcel of land lying and being situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 14, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows: From a point on the Northerly right-of-way line of Alabama Highway No. 25, where the same is intersected by the West line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 14, Township 22 South, Range 2 West; run North 72 degrees 48 minutes East along said line of said highway for 360 feet to the Southwest corner of the parcel of land now owned by Danny Hilyer, and the point of beginning of subject parcel of land; from said point thus established, continue said course along said line of said road for 200 feet; thence run North 00 degrees 57 minutes East for 350 feet; run thence South 72 degrees 48 minutes West for 200 feet to a point on the West line of said Hilyer lot; run thence South 00 degrees 57 minutes West along said West line of Hilyer lot for 350 feet to the point of beginning, and containing 1.53 acres, more or less. Situated in Shelby County, Alabama.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Form ALA-35

1950 South Shades and Road

To Have And Should the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns, 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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

Charles Curtis McCartney, an unmarried man,

have hereunto set my signature and seal, this day of , 19 84

Charles Curtis McCartney (SEAL)

_____ (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that

Charles Curtis McCartney, an unmarried 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this State of Alabama day of , 1984

Notary Public
My Commission Expires February
Bonded by Western Surety Company

THE STATE of
COUNTY

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, 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

STATE OF ALABAMA
INSTRUMENTS

1984 OCT -8 AM 9:48

MORTGAGE DEED

TO

Return to:

Mtg TAX 6.75
Fee 5.00
Jud 1.00
12.75

Recording Fee \$
Deed Tax \$

This form furnished by
HARRISON, CONWILL, HARRISON
& JUSTICE
P. O. Box 557
Columbiana, Alabama 35051