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THIS INSTRUMENT PREPARED BY:

NAME: Inez Sawyer for Dave's Construction CompanyADDRESS: 103 Hwy. 25, Montevallo, Al. 35115

MORTGAGE

State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned Ella Mae Marshall & Mary Marshall justly indebted to Dave's Construction Company in the sum of Three thousand seven hundred forty seven dollars and sixty cents--- evidenced by a promissory note dated March 21st, 1987 with 60 consecutive payments of \$62.46 each month.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, May 15, 1987

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Ella Mae Marshall & Mary Marshall do, or does, hereby grant, bargain, sell and convey unto the said Dave's Construction Company (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

Beginning 16 feet across No. 1 Street, Montevallo, (Evansville) Alabama, on Southeast side opposite corner stone on the end of No. 1 Street; running parallel with Jasper Rudledge's lot 192 feet to Southeast corner stake then Southwest 87.5 feet to a corner stake, then North 201.5 feet to No. 1 Street then run on No. 1 Street 89.5 feet to the point of beginning, all in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 16, Township 22, Range 3 West. This is the same lot which was sold to the Grantors by William Evans, Sr. and wife, Lida Evans, May 26, 1945, and recorded in Volume 120, Page 488, Office of Probate Judge of Shelby County, Alabama; being situated in Shelby County, Alabama. Also, a lot in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 22, Range 3 West, more particularly described as follows: Begin at the West corner of Earnest Nix' lot on No. 1 Street, Montevallo, (Evansville) Alabama, and run parallel with Nix line South 200 feet; thence West 88 feet; thence North 214 feet to No. 1 Street; thence East along No. 1 Street 89 feet to point of beginning; being situated in Shelby County, Alabama. Said property is hereinafter called the "residence", and is leased by the tenant, from the Landlord for the term of ten years, beginning on March 20, 1987, and ending on March 20, 1997, for the rental payments as hereinafter specified.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever, and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 21st, day of March

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WITNESSES:

X Dan L. Howard
Witness signs here

X Ellen M. Howard (Seal)
Husband signs here

X _____
Witness signs here

X May Nashall (Seal)
Wife signs here

(Seal)

TRANSFER AND ASSIGNMENT

Alabama _____ County
For value received the undersigned hereby transfers, assigns and conveys unto _____ all right, title, interest, powers and options in, to and under the within Mortgage from _____ to _____ as well as to the land described therein and the indebtedness secured thereby.
In witness whereof the undersigned has hereunto set hand and seal, this day of _____
Signed, sealed and delivered in presence of _____

Witness _____ (SEAL)

(SEAL)
Notary Public _____

STATE OF
COUNTY OF

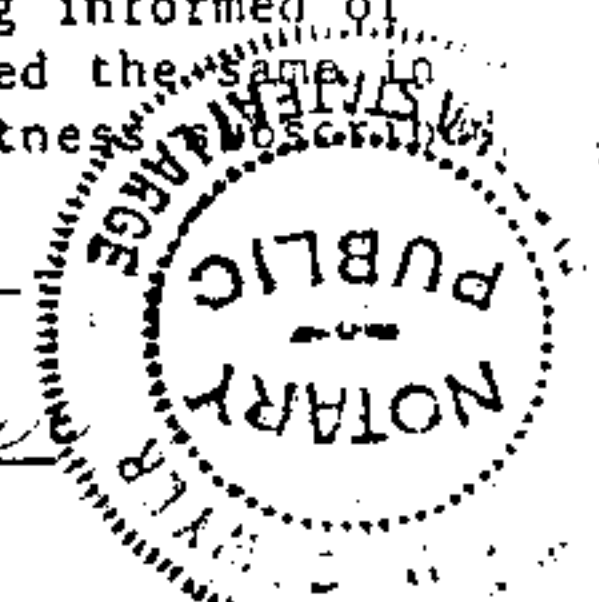
PROOF BY SUBSCRIBING WITNESS

I, Inez H. Sawyer a Notary Public in and for said County, in said State, hereby certify that Dan L. Howard a subscribing witness to the foregoing Mortgage, known to me, appeared before me this day, and, being sworn, stated that the within named Grantor(s) voluntarily executed the same in his presence, and in the presence of the other subscribing witness (all being informed of the contents of the Mortgage) on the day the same bears date; that he attested the same in the presence of the Grantor(s) and the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand, this 3rd day of April 19 87

NOTARY SIGNS
HERE

X Inez H. Sawyer
Notary Public



My Commission Expires March 24, 1991

Return to

Dave's Construction Company

103 Hwy. 25, Montevallo, AL. 35115

TO

MORTGAGE

STATE OF ALABAMA,

County.

Office of the Judge of Probate

STATE OF ALA. SHELLEY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 APR -6 PM 2:17

Thomas A. Jones
JUDGE OF PROBATE

Judge of Probate

1. Land Tax	\$
2. Misc. Fee	\$7.00
3. Recording Fee	\$5.00
4. Title Insurance Fee	\$4.00
TOTAL	\$11.70