

This instrument was prepared by

369

(Name) Norman L. Collum;

(Address) P. O. Box 59293, Birmingham, AL. 35259-9293

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY of Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
Jean C. Collum, a married woman

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

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Twenty eight thousand and no/100-----Dollars  
(\$ 28,000.00 ), evidenced by Real Estate Mortgage Note

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,  
Jean C. Collum, a married woman

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:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION OF PROPERTY BEING CONVEYED.

This conveyance is subject to easements and restrictions of record.

"THE PROPERTY BEING CONVEYED DOES NOT CONSTITUTE THE HOMESTEAD OF  
THE GRANTOR NOR THE HOMESTEAD OF THE GRANTOR'S SPOUSE."

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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 Mortgagee 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 Jean C. Collum, a married woman  
 have hereunto set her signature and seal, this 3rd day of August, 19 87  
*Jean C. Collum* (SEAL)  
 Jean C. Collum (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

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THE STATE of Alabama }  
 Shelby COUNTY }

I, the undersigned, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
 hereby certify that Jean C. Collum, a married woman  
 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 3rd day of August, 19 87  
*Sharon L. Barefield* Notary Public.

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,  
 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

Return to: JEAN C. COLLUM  
 P.O. Box 59293  
 Birmingham, Al. 35251

TO

MORTGAGE DEED

This form furnished by

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

EXHIBIT A  
LEGAL DESCRIPTION

A parcel of land in the Southeast 1/4 of Section 22, Township 19 South, Range 2 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of said Southeast 1/4; thence run South along the East section line 1513.89 feet to the Northerly right of way of Alabama Highway No. 119; thence turn right 85 deg. 38 min. 12 sec. and run Westerly along said right of way 1103.66 feet to the point of beginning; thence turn right 90 deg. 31 min. 08 sec. and run Northerly 167.91 feet; thence turn left 35 deg. 54 min. 03 sec. and run Northwesterly 239.82 feet to the center of Bishop Creek; thence run Southwesterly along the meander of said creek to the intersection of said creek with the West line of the East 1/2 of the Southeast 1/4 of said Section 22 (chord data: turn left 108 deg. 05 min. 39 sec. from last course a distance of 131.69 feet along Bishop Creek to said West 1/4 line); thence turn left 34 deg. 50 min. 49 sec. from said chord and run South along said West 1/4 line 257.71 feet to the Northerly right of way of said Highway; thence turn left 91 deg. 40 min. 36 sec. and run Easterly along said right of way 223.26 feet to the point of beginning; being situated in Shelby County, Alabama.

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

1987 AUG -6 AM 9:38

*Thomas W. Scarborough, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<u>4200</u>
3. Recording Fee		<u>700</u>
4. Indexing Fee		<u>100</u>
TOTAL		<u>5000</u>