

This instrument was prepared by

454

(Name) Norman L. Collum

(Address) P. O. Box 59293, Birmingham, Al. 35259

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Robert Earl Craft and wife, Joyce Craft

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

✓ Jean C. Collum

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

of Six thousand and no/100  
(\$ 6,000.00 ), evidenced by A 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,

Robert Earl Craft and wife, Joyce Craft

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 COMPLETE LEGAL DESCRIPTION OF PROPERTY BEING CONVEYED.

This conveyance is subject to easements and restrictions of record.

This mortgage is made to correct that certain mortgage recorded in Book 152, Page 153, 154 & 155, in the Office of the Judge of Probate of Shelby County, Alabama.

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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 Robert Earl Craft and wife, Joyce Craft

have hereunto set their signature and seal, this 1st day of December 19 87  
 Robert Earl Craft (SEAL)  
 Joyce Craft (SEAL)

THE STATE of Alabama }  
 Shelby COUNTY }

I, the undersigned Robert Earl Craft and wife, Joyce Craft, a Notary Public in and for said County, in said State, hereby certify that

whose name is signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of December 19 87  
 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

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return to: JEAN C. COLLUM  
 P.O. BOX 59293  
 Birmingham, AL 35259

TO

MORTGAGE DEED

THIS FORM FROM  
 Lawyers Title Insurance Corporation  
 Title Guaranty Division  
 TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT A

PARCEL A: Commence at the Southeast corner of Lot 11, Block 51 of the Map of the Town of South Calera, as recorded in Map Book 3, Page 40 in the Office of the Judge of Probate, Shelby County, Al., Thence run North a distance of 400.0 feet to the Point of Beginning; thence continue along the last described course a distance of 150.0 feet to the South right of way line of County Road #4; thence turn left 90 deg. 06 min. 25 sec. and run West along said South right of way line of said County Road #4 a distance of 135.87 feet; Thence turn left 89 deg. 53 min. 35 sec. and run South a distance of 138.31 feet; thence turn left 90 deg. 06 min. 25 sec and run East a distance of 11.0 feet; thence turn right 100 deg. 19 min 45 sec. and run Southerly a distance of 11.93 feet; thence turn left 100 deg. 19 min. 45 sec. and run East a distance of 127.91 feet to the point of beginning. Containing 0.46 acres, more or less.

PARCEL B: Commence at the Southeast corner of Lot 11, Block 51, of the Map of the Town of South Calera, as recorded in Map Book 3, Page 40 in the Office of the Judge of Probate, Shelby County, Al; thence run North a distance of 258.0 feet to the Point of Beginning thence continue along the last described course a distance of 75.0 feet; thence turn left 90 deg. 06 min. 25 sec and run West a distance of 140.0 feet; thence turn left 79 deg. 40 min. 15 sec. and run Southwesterly a distance of 76.24 feet; thence turn left 100 deg. 19 min. 45 sec. and run East a distance of 153.53 feet to the point of beginning. Containing 0.24 acres, more or less.

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

1997 DEC -7 PM 12:09

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

RECORDING FEES	
Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>