(Name) Thomas L. Foster, Attorney at Law (Address) 1201 19th Street, North Birmingham, Alabama 35234

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MORTGAGE. LAND TITLE COMPANY OF ALABAMA, Birminghem, Alebama (1995) 1 days (82) 146 (82) 146 (83)

STATE OF ALABAMA

[1] A September 1997 | A Septemb "我不是这一**我们想要是一种的原则都没有**好。""我们是这样。"

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Committee of the state of the s

Mary Gill Cook, married and Sybil R. Cook, unmarried

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to while it is it is to The state of the s

Robert Joel Moore and Cassandra C. Moore January and Joseph of Palice Control

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Five Thousand and no/100-----), evidenced by a note of even date herewith 5,000.00

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many the color from the first the color 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,

Mary Gill Cook, married

and Sybil R. Cook, unmarried

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described County, State of Alabama, to-wit: |--real estate, situated in Shelby

Lot 11, Block 2, according to the Survey of WILLOW GLEN, SECOND SECTOR, as recorded in Map book 8, Page 102, in the Office of the Judge of Probate of Shelby County, Alabama of Shelby County, Alabama.

Situated in Shelby County, Alabama. The sale was bloom to be the sale of the s

Subject to existing easements, restrictions, set-back lines, rights of ways, limitations, encumbrances, if any, of record.

This is a purchase money mortgage.

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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 forover; 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, 48 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 Mortgages 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 outery, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including 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 is whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be

nd Sybil R. Cook  ive hereunto set our signatures and	seal, this	11 Cook, marrial of 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	March Gill Cook	, 19 88. (SEAL
•		Mary Gily Co	ok	(SEAL
				(SEAL
1		"Sybil R. Coo	k	(SEAL
HE STATE of ALABAMA EFFERSON COUNTY	}	10 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	. PIN' F ' P	*
	. :	10 37 a Notary	Public in and for sai	id County, in said Stat
I, the undersigned ereby certify that Mary Gill Cook, mar married hose names are signed to the foregoing convey	ried yance, and	who are know	and Sybi	1 R. Cook,
I, the undersigned ereby certify that Mary Gill Cook, mar nmarried whose names are signed to the foregoing convertant being informed of the contents of the convertant under my hand and official seal this THE STATE of COUNTY	ried  yance, and eyance the 21st	who are know y executed the same day of Ma	n to me acknowledge	d before me on this de lay the same bears dat , 1988.
I, the undersigned ereby certify that Mary Gill Cook, mar nmarried whose names are signed to the foregoing convertant being informed of the contents of the convertant under my hand and official seal this THE STATE of COUNTY	ried yance, and eyance the 21st	who are known a man day of Man	n to me acknowledge voluntarily on the ch	I R. Cook,  d before me on this da lay the same bears da , 19 88.  Notary Public.  aid County, in said Sta

L. FOSTER, ATTOR! Birmingham, Alabama 35234 1 - 19th Street, North 1201 THOMAS

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Return to:

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MORTGAG

STATE OF ALA, SHELBY CO.

I CERTIFY THIS
INSTRUMENT WAS FILED

88 MAR 23 AM 11: 46

JUDGE OF PROBATE

3. Recording Fee 300

1. Indexing Fee 100

TOTAL

This form furnished by

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**ABAMA** 35203 317 NORTH 20th STREET BIRMINGHAM, AI