HIS INSTRUMENT PREPARED BY:

Tim B Wyatt

ADDRESS: 213 Powell Place, Trussville, Alabama, 35173

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

1906

SHELBY

COUNTY

All Men By These Presents, that whereas the undersigned

justly indebted to TIM B WYATT and wife KATHLEEN A. WYATT

in the sum of Seventy Thousand & No/100 Dollars (\$70,000.00)

evidenced by that promissory note in the original principal amount of \$70,000.00, dated February 1, 1988, from Gary L. Huddleston and wife Karen W. Huddleston to Tim B Wyatt and wife Kathleen A. Wyatt

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when

the same falls due,

Note Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Gary L. Huddleston and wife Karen W. Huddleston

do, or does, hereby grant, bargain, sell and convey unto the said Tim B Wyatt and wife Kathleen A. Wyatt (hereinafter called Mortgagee) the following described real property situated in

SHELBY

County, Alabama, to-wit:

Lot 8, according to the survey of Meadow Brook, 13th Sector, as recorded in Map Book 9, Page 34 in the office of the Judge of Probate of Shelby County, Alabama.

which has the address of 5117 Stratford Road, Birmingham, Alabama 35243.

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 Mortgages 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 Mortgages 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 Mortgages, with loss, if any, payable to said Mortgages, as the interest of said Mortgages may appear, and promptly to deliver said policies, or any renewalt of said policies, to said Mortgagee; and if undersigned fall to keep said property insured as above specified, or fall 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 Mortgages for any amounts Mortgages, may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and vold, but should default be made in the payment of any sum expended by the said Mortgages, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgages in said property become indangered 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 Mortgages 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 pub-Vished in said County and State, to sell the same in lots or parcels, or en massa, as Mortgagee may deem best, in front of the Court House door in said County, at public outery, to the highest bidder for cash and apply the proceeds of said saie, 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-

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gagor; and the undersigned, further agree that said Mortgages 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 Mortgages, if a corporation, IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 1st day of February **19**88 WITNESSES: Huddleston Duddlestan (Seal) Karen W. Huddleston (Seal) STATE OF al General Acknowledgement , a Notary Public in and for said County in said State. hereby certify that Son I Suddiston, Karen W. Huddleston known to me, acknowledged before me on this day, that being lesigned to the foregoing conveyance, and who whose name executed the same voluntarily on the day the same bears date. formed of the contents of the conveyance Given under my hand and official seal this 29 day of February STATE OF Corporate Acknowledgement COUNTY OF a Notary Public in and for said County, in said State, hereby certify that President of whose name as 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. , 19 day of Given under my hand and official seal, this the Natory Public 517 BBHAR 25 PH 2: 08 and

JUDGE OF FRUENCE

1. Deed Tax

2. Mig. Tax

TOTAL

3. Recording Fee 🗀

4. Indexing Fee / 00
TOTAL / 11 00

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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 Mort-

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KAREN

WYATT

P.

KATHLEEN

WYATT

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