

This instrument was prepared by:
(Name) Kenneth L. Mullins
(Address) Po Box 317
Helena, Al 35080

1686

MORTGAGE

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Patrick Alan Bennett and wife, Teresa Ann Bennett,

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

Kenneth L. Mullins and wife, Irene S. Mullins

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

of \$ Thirty-two Thousand and No/100 (\$32,000.00)
, evidenced by

one promissory note of this date for a like amount plus all interest, recording fees, etc.

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,

Patrick Alan Bennett and wife, Teresa Ann Bennett

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:

BOOK 185 PAGE 737

Lot 4, Block 2, according to Map of Mullins Addition to Helena, as shown by map or plat recorded in Map Book 3, at Page 56, in the Office of the Judge of Probate of Shelby County, Alabama. Minerals and mining rights excepted.

Subject to the following reservations, easements and encumbrances:

1. All mineral rights are reserved as shown by deed dated February 21, 1946, and recorded in Deed Book 123, at Page 587, in the Office of the Judge of Probate of Shelby County, Alabama.
2. Right-of-way for public road to Shelby County as shown by instrument dated September 16, 1952 and recorded in Deed Book 155, at Page 185, in said Probate Records.
3. Right-of-way and easement on, over and across captioned real estate for the purpose of ingress and egress to Lot 24, Block 2, of said Mullins Addition to Helena, as shown by deed dated May 9, 1963, and recorded in Deed Book 225, at Page 324, in said Probate Records.

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 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 sums 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 the 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 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 Pat Bennett & Teresa Bennett

have hereunto set their signature and seal, this 20 day of May, 1988

Pat Bennett (SEAL)
Teresa Bennett (SEAL)
 _____ (SEAL)
 _____ (SEAL)

BOOK 185 PAGE 738

THE STATE of Shelby COUNTY }
 I, Francis Fairish

hereby certify that Pat Bennett & Teresa Bennett, a Notary Public in and for said County, in said state, whose names 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 20 day of May, 1988

Francis Fairish Notary Public
My Commission Expires May 13, 1988

THE STATE of _____ COUNTY(S) }
 I, _____

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

88 MAY 23 PH 1:30 a Notary Public in and for said county, in said State,

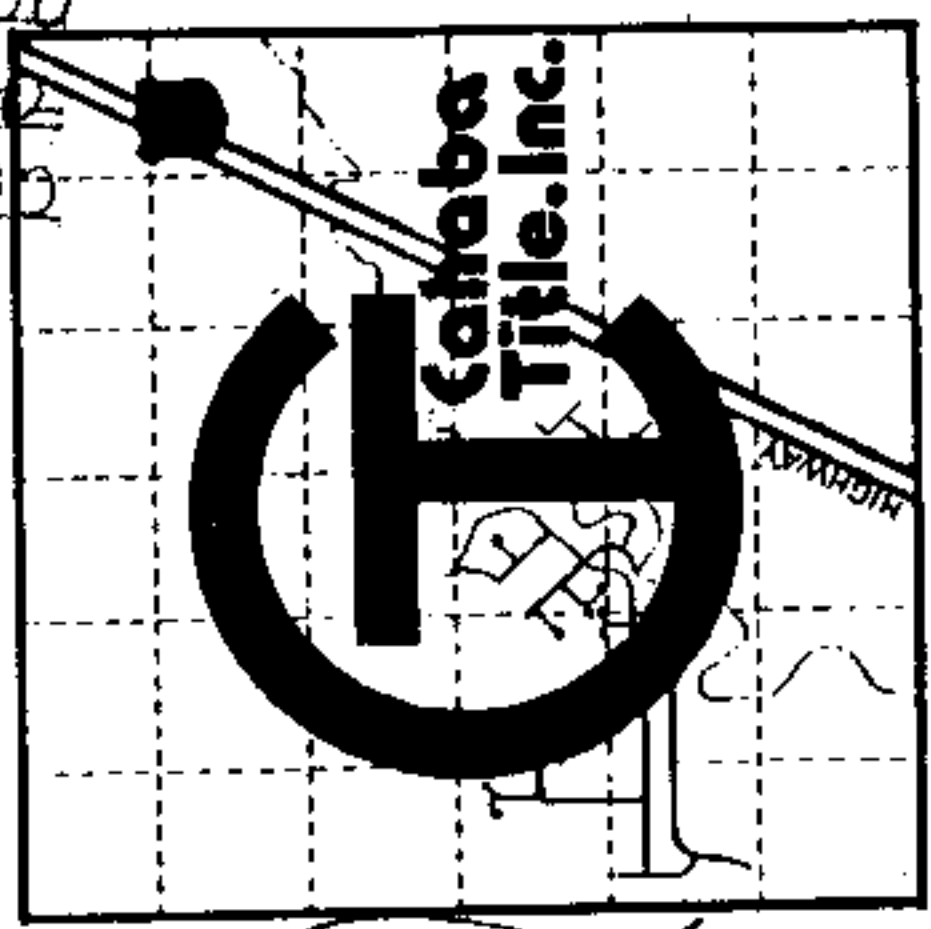
hereby certify that _____, a corporation, whose name as _____ is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal this _____ day of _____, 19____

Thomas A. Sullivan, Jr.
 JUDGE OF PROBATE

Notary Public

- 1. Deed Tax \$ _____
- 2. Mtg. Tax 148.00
- 3. Recording Fee 5.00
- 4. Underlying Fee 1.00
- TOTAL 54.00

MORTGAGE
 STATE OF ALABAMA
 COUNTY OF _____



Recording Fee \$ _____
 Deed Tax \$ _____

This form furnished by
Cahaba Title, Inc.
 RIVERCHASE OFFICE
 2068 Valleydale Road
 Birmingham, Alabama 35244
 Phone (205) 988-5600
 EASTERN OFFICE
 213 Gadsden Highway, Suite 227
 Birmingham, Alabama 35235
 (205) 833-1571

Return to:
72 Muller
PO Box 317

Pat Bennett
Teresa Bennett