

564

MORTGAGE

STATE OF ALABAMA ]  
SHELBY COUNTY ]

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, JENNIFER HENDERSON THOMPSON (hereinafter called "Mortgagor") is justly indebted to PAUL HENDERSON and ELEANOR HENDERSON (hereinafter called "Mortgagee") in the sum of One Hundred and Sixty Five Thousand (\$165,000.00), evidenced by this Mortgage and further secured by a Promissory Note executed simultaneously herewith.

And Whereas, Mortgagor 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 Mortgagor, JENNIFER HENDERSON THOMPSON, does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situate in Shelby County, State of Alabama, to-wit:

Lot 6, in Block 1, according to the Survey of Kirkwall as recorded in Map Book 6, Page 152 A & B, in the Probate Office of Shelby County, Alabama.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD the above property unto 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 fails to keep said property insured as above specified, or fails 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 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 encumbrance thereon, so

✓ Echols Allen

BOOK 234 PAGE 103

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 deemed best, in front of the courthouse 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 encumbrances, 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, JENNIFER HENDERSON THOMPSON, has hereunto set her signature and seal, this 7 day of April, 1989.

*Jennifer Henderson Thompson*  
 JENNIFER HENDERSON THOMPSON

STATE OF ALABAMA ]  
 COUNTY OF JEFFERSON ]

Before me, the undersigned authority, a notary public in and for said county in said state, personally appeared JENNIFER HENDERSON THOMPSON, 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 said conveyance, she executed the same voluntarily on the date the same bears date.

Sworn to and subscribed before me this the 7<sup>th</sup> day of April, 1989.

*Paula Schorberg*  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES SEPTEMBER 23, 1992

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

89 APR 11 AM 8:46

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

1. Doc. Tax	\$	_____
2. Mtg. Tax		<u>247.50</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>2.00</u>
TOTAL		<u>254.50</u>

BOOK 234 PAGE 104