

THIS INSTRUMENT PREPARED BY:
HILL & WEATHINGTON, P. C.
819 Parkway Drive, S.E.
Leeds, Alabama 35094

1077
MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, GWENDOLYN S. GORBY, an unmarried woman, and JOHN CARPENTER, an unmarried man, (hereinafter called "Mortgagors" whether one or more) are justly indebted to ELGIN ISBELL and JUANITA A. ISBELL (hereinafter called "Mortgagee" whether one or more), in the principal sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS together with interest at the rate of Eleven percent (11%) per annum, evidenced by one promissory note of even date, payable in Two Hundred Forty (240) equal, consecutive monthly installments of ONE HUNDRED FIFTY FOUR AND 83/100 (\$154.83) DOLLARS commencing May 1, 1989 and on the 1st day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on April 1, 2009.

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, Gwendolyn S. Gorby, an unmarried woman, and John Carpenter, an unmarried man, 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:

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Begin at the NE corner of the SW 1/4 of SW 1/4 of Section 11, Township 18 South, Range 1 East; thence West along the North line of said 1/4 1/4 Section, 643.84 feet to the Easterly right of way line of Highway 25, thence 74 deg. 15 min. to the left along said right of way, 199.30 feet; thence 9 deg. 01 min. left along said right of way, 56.18 feet; thence 96 deg. 04 min. left 340.51 feet; thence 1 deg. 43 min. left 120.05 feet; thence 91 deg. 43 min. right South 72.70 feet; thence 90 deg. 00 min. left East 248.17 feet to the East line of said 1/4 1/4 Section, thence 91 deg. 12 min. 30 sec. North along said East line 325.00 feet to the point of beginning. Being situated in Shelby County, Alabama.

This is a second mortgage which is subordinate to that certain mortgage recorded in Volume 203, page 974 in the Probate Office of Shelby County, Alabama.

The Mortgagors herein shall not transfer or assign this mortgage without written consent of the Mortgagees.

Said property is warranted free from all encumbrances 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 of 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

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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 Mortgagee 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 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 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, Gwendolyn S. Gorby, an unmarried woman, and John Carpenter, an unmarried man, have hereunto set their signature(s) and seal(s) this 17 day of April, 1989.

Gwendolyn S. Gorby
GWENDOLYN S. GORBY
John F. Carpenter
JOHN CARPENTER

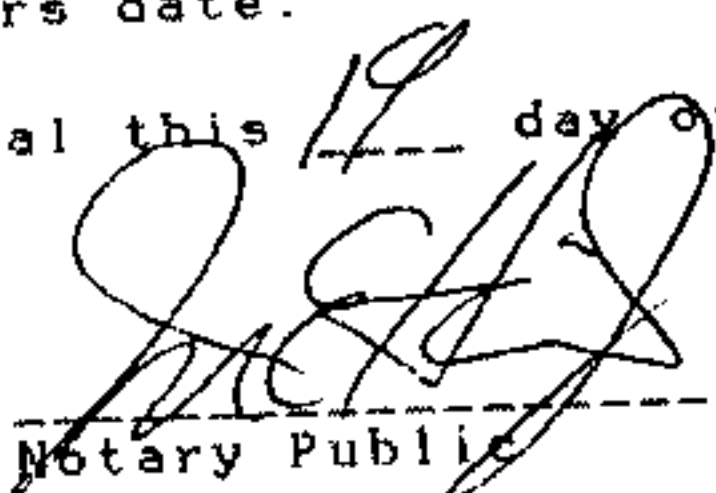
STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gwendolyn S. Gorby, an

unmarried woman, and John Carpenter, an unmarried man, whose name(s) are 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.

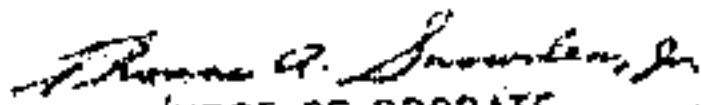
Given under my hand and official seal this 19 day of April, 1989.


Notary Public

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

89 APR 21 AM 9:10


JUDGE OF PROBATE

1. Bond Tax	\$	—
2. Mig. Tax		22.50
3. Recording Fee		7.50
4. Indexing Fee		2.00
TOTAL		32.00