

This instrument was prepared by

2730

(Name) WALLACE, ELLIS, HEAD & FOWLER

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-66
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA }
COUNTY of Shelby } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Linda Gail Viot, an unmarried woman

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

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

of Twenty thousand and no/100 ----- Dollars
(\$20,000.00), evidenced by promissory note of this date in like amount, with no interest,
payable in 72 monthly payments in the amount of Two Hundred seventy-seven and 78/100
(\$277.78) Dollars each, the first payment being due September 21, 1989, and monthly thereafter
until said sum is paid in full.

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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,

Linda Gail Viot, an unmarried woman

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:

Commence at the Northeast corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 17, Township 19 South,
Range 1 West and run thence West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of
160 feet to the Northwest corner of a parcel heretofore conveyed to Roy Brasher, as shown
by deed recorded in Deed Book 165, at page 445, Office of Judge of Probate of Shelby County,
Alabama, which said point is the point of beginning of the parcel herein described; thence
continue West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 300 feet; thence run
South, parallel with the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 100 feet; thence run
East, parallel with the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 300 feet, more or less,
to the West line of the private road (which is the West line of said Roy Brasher property,
as designated in said deed recorded in Deed Book 165, at page 445); thence run Northerly
along the West line of said private road, a distance of 100 feet, more or less, to the
point of beginning, together with an easement to use said private road for the purpose of
ingress and egress to and from said parcel herein conveyed and the public road known as the
Neighborhood Road (which is also known as the John Harding Road).

Subject to easements and rights-of way of record.

Also, one 1973 Casa Vegas Mobile Home, Serial Number 92602261.

THIS IS A PURCHASE MONEY MORTGAGE.

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 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 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 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

Linda Gail Viot, an unmarried woman

have hereunto set my signature and seal, this 2nd day of October, 1989.

Linda Gail Viot (SEAL)
 Linda Gail Viot
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

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THE STATE of Alabama }
 Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Linda Gail Viot, an unmarried woman

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 the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of October, 1989.
Kerath Jackson Notary Public.

THE STATE of _____ }
 _____ COUNTY }

I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name as _____ of _____ 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 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 the _____ day of _____, 19____, _____, Notary Public

STATE OF ALA. SHELBY CO. I CERTIFY THAT INSTRUMENT WAS FILED 89 OCT -4 PM 4:08
Thomas A. ...
 JUDGE OF PROBATE

MORTGAGE DEED

1. Deed Tax -----	\$ 30.00
2. Mtg. Tax -----	\$ 5.00
3. Recording Fee -----	\$ 3.00
4. Indexing Fee -----	\$ 1.00
5. No Tax Fee -----	\$ 0.00
6. Certified Stamp Fee --	\$ 0.00
Total -----	\$ 39.00

THIS FORM FROM Lawyers Title Insurance Corporation Title Guarantee Division TITLE INSURANCE - ABSTRACTS Birmingham, Alabama

Return to:

TO