

THIS INSTRUMENT PREPARED BY:
Joyce E. May, Attorney at Law
1800 12th Avenue South
Birmingham, Alabama 35205

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REAL ESTATE MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, ANDREW B. MOORE and wife, DIANE M. MOORE, are justly indebted to SARAH S. CRABTREE, in the sum of Thirteen Thousand Nine Hundred and No/100 (\$13,900.00) Dollars evidenced by a real estate mortgage note executed simultaneously herewith, and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW THEREFORE, in consideration of the said indebtedness and to secure the prompt payment of the same at maturity, the undersigned, Andrew B. Moore and wife, Diane M. Moore, (hereinafter called Mortgagor) do hereby grant, bargain sell and convey unto the said Sarah S. Crabtree (hereinafter called Mortgagee) the following described real estate situated in Shelby County, Alabama, to-wit:

Commence at the Northwest corner of Section 25, Township 21 South, Range 1 West and run in a Southerly direction along the West boundary line of said Section 25 a distance of 1586.75 feet to a point; thence turn an angle of 110 deg. 21 min. 18 sec. to the left and run Easterly a distance of 422.52 feet to an iron pin, being the point of beginning of the parcel of land herein described; thence continue along the same line of direction, being along the North margin of East College Street, for a distance of 100.32 feet to a point, iron pin; thence turn an angle of 73 deg. 48 min. 42 sec. to the left and proceed Northerly along the West boundary line of the Nichols Lot for a distance of 242.66 feet to a point, iron pin; thence turn an angle of 96 deg. 18 min. 25 sec. to the left and proceed Westerly along the South boundary line of the Sullivan Lot for a distance of 100.09 feet to a point, iron pin; thence turn an angle of 84 deg. 23 min. 07 sec. to the left and proceed in a Southerly direction along the East boundary line of the Niven lot for a distance of 259.65 feet to the point of beginning; being in the NW 1/4 of Section 25, Township 21 South, Range 1 West, Columbiana, Shelby County, Alabama. Subject to taxes for 1990, a lien not yet due and payable.

Said property is being conveyed subject to the statutory right of redemption from that certain foreclosure sale conducted on October 20, 1989 and as set out in that certain foreclosure deed dated October 20, 1989 and recorded in Book 263 at Page 252 in the Probate Office of Shelby County, Alabama.

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Subject to 1990 taxes, a lien not yet due and payable.

Together with all the improvements now or hereafter erected on the property.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee 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 Mortgagee have 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, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policy to said Mortgagee; and if undersigned fails to keep said property insured as above specified, 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 or assigns, 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 pay said indebtedness, and reimburse said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 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, 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 said 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 the 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned further agrees that said Mortgagee 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 agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in any court, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee herein and the proceeds shall be applied to the sums secured by this mortgage, whether or not then due, with any excess paid to Mortgagor.

No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time; and the payment by Mortgagee of anything Mortgagor has herein agreed to pay shall not constitute a waiver of the default of Mortgagor in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagor.

The term "Mortgagor" wherever used herein, shall mean the party executing this mortgage, and all the covenants conditions and agreements hereof shall bind its respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of and be available to the heirs, executors, administrators, successors and assigns of Mortgagee. The rights, options, powers, and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.

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, executors, administrators and assigns, of said Mortgagee.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this the 22nd day of December, 1989.

Andrew B. Moore
Andrew B. Moore

Diane M. Moore
Diane M. Moore

STATE OF ALABAMA)
JEFFERSON COUNTY)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew B. Moore and wife, Diane M. Moore, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of December, 1989.


Notary Public

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

90 JAN -4 AM 9:04


JUDGE OF PROBATE

1. Deed Tax	\$	20.85
2. Reg. Tax	\$	10.00
3. Jan Fee		3.00
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