

This instrument was prepared by:  
Daniel M. Spittler, PC  
108 Chandalar Drive  
Pelham, AL 35124

594

**MORTGAGE**

State of Alabama )

Shelby County )

**KNOW ALL ME BY THESE PRESENTS: That Whereas,**

**James D. Weaver, husband, and Mary Pat Weaver, his wife**

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

**Bill Thompson and Barbara Thompson**

**(hereinafter called "Mortgagee", whether one or more, in the sum of Seventy-Seven Thousand and 00/100'S \*\*\* Dollars, (\$77000.00), evidenced by Promissory Note of even date herewith.**

**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, James D. Weaver, husband, and Mary Pat Weaver, his wife, 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, Alabama, to-wit:**

**Lot 22, according to the survey of Chandalar, 1st Sector, as recorded in Map Book 5 page 106 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

**Subject to all easements and restrictions of record.  
Subject to mineral and mining rights if not owned by Grantor.**

**The last payment due under this mortgage is due July 1, 2010.**

**This is a wraparound mortgage wrapped around the existing first mortgage given to Guaranty Savings & Loan Association as recorded in Mortgage Book 339 page 75; which said mortgage was assigned to Carol Corporation. Under the terms of this wraparound mortgage, the mortgagee herein is to make the first mortgage payments and the mortgagor has the option of making said payments for the first mortgage and receiving credit for said payments with the mortgagee upon adequate proof of said payments.**

**This mortgage may not be assumed or transferred without the prior written consent of the mortgagees or their assigns.**

**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 conditions, 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**

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*Reimburse money M.P.*

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 of general circulation 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 not 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 herein secured.

IN WITNESS WHEREOF the undersigned, James D. Weaver, husband, and Mary Pat Weaver, his wife, have hereunto set their signature and seal this 5th day of July, 1990.

IN WITNESS WHEREOF, the said Grantor, by its President who is authorized to execute this conveyance, has hereto set its signature and seal this 5th day of July, 1990.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
90 AUG -8 AM 9:21

James D. Weaver (SEAL)  
James D. Weaver

Mary Pat Weaver (SEAL)  
Mary Pat Weaver

Judge of Probate

STATE OF ALABAMA )  
COUNTY OF SHELBY )

1	115.50
2	5.00
3	3.00
4	1.00
Total	124.50

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I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that James D. Weaver, husband, and Mary Pat Weaver, his wife whose name(s) is/are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of July, 1990.

Donny [Signature]  
Notary Public

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that of James D. Weaver is signed to the foregoing conveyance and who is known to me, acknowledge before me on this day that, being informed of the contents of the 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 5th day of July, 1990.

Donny [Signature]  
Notary Public