

368  
This instrument prepared by John Hollis Jackson, Jr.,  
Attorney at Law, P. O. Box 1818, Clanton, Alabama 35045

MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned grantors, Zale Moore and wife, Linda Moore, are justly indebted to Termplan, Inc., of Clanton in the sum of Eleven Thousand Three Hundred Thirty-Two and 12/100 (\$11,332.12) DOLLARS as evidenced by our promissory waive note bearing even date with this instrument, and due and payable in accord with the terms and provisions of said promissory waive note. And being desirous of securing the punctual payment of said note at maturity, we have this day granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Termplan, Inc., of Clanton, its successors and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

Lots 24 and 25, Block 19 of Shelby Highlands, said lots being 25 feet by 150 feet, together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging, or in any wise incident or appertaining.

warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the same, to the said mortgagee, its successors and assigns forever.

Now, the conditions of the above conveyances are such that if we pay or cause to be paid the hereinbefore described note when the same falls due, then this conveyance is to cease and to be void; but should we make default in the payment of said note in whole or in part at maturity, then the said mortgagee, its agent or attorney or his assigns, their agent or attorney, may take possession of said property and with or without possession, sell the same either on the premises or at the courthouse door of said county, at public outcry, to the highest bidder for cash, after having

BOOK 325 PAGE 830

BOOK 325 PAGE 831

given 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, and apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and conveyances, including a reasonable attorney's fee. Second, to the payment of what may be due on the hereinbefore described note, and the surplus, if any, to be turned over to us or our legal representatives.

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein contained, the said mortgagee, its agent or assigns, may be bidders for and purchasers of said property or any part thereof and in the event of any purchase by the said mortgagee or its agents or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to him or them a property conveyance for the lands so purchased. And we will for our heirs and administrators, covenant with the said mortgagee, its successors and assigns, that we will warrant the titles so made, and forever defend them in the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever, and we agree to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same becomes delinquent.

Given under our hands and seals on this the 4th day of January, 1991.

Zale Moore  
Zale Moore  
Linda Moore  
Linda Moore

STATE OF ALABAMA

CHILTON COUNTY -

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Zale Moore and wife, Linda 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 conveyance, they executed the same voluntarily, on the day the same bears date.

Given under my hand and seal, this the 4th day of January, 1991.



Notary Public

|                  |          |
|------------------|----------|
| 1. Deed Tax      | \$ 17.10 |
| 2. Mtg. Tax      | \$ 7.50  |
| 3. Recording Fee | \$ 3.00  |
| 4. Indexing Fee  | \$ 1.00  |
| 5. No Tax Fee    | \$ 0.00  |
| 6. Certified Fee | \$ 0.00  |
| Total            | \$ 28.60 |

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

91 JAN 14 AM 11:53

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

BOOK 325 PAGE 832