

(57206) 62827  
2888  
This instrument was prepared by

4033PG678

4025 PAGE 242

When Releasing, put both  
pages on Release form  
(one Release fee)

(Name) FIRST AMERICAN BANK OF PELHAM,

(Address) POST OFFICE BOX 100, PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-66

**MORTGAGE—**

STATE OF ALABAMA  
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

BILL STREET'S DECORATING CENTER, INC. AND RAMONA S. BISHOP (JOHNSON) AND HUSBAND  
GARY DON JOHNSON  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

FIRST AMERICAN BANK OF PELHAM

of ONE HUNDRED SEVENTY-FIVE THOUSAND & NO/100 (hereinafter called "Mortgagee", whether one or more), in the sum  
(\$ 175,000.00 ), evidenced by Dollars

Installment note of even date payable in 60 monthly installments  
to include principal and interest at an interest rate of floating  
prime + 1 3/4%, initial rate of 10.75%

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,  
BILL STREET'S DECORATING CENTER, INC. AND RAMONA S. BISHOP (JOHNSON) AND  
HUSBAND GARY DON JOHNSON

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate,  
situated in JEFFERSON AND SHELBY County, State of Alabama, to-wit:

TWO (2) PARCELS OF REAL ESTATE MORE SPECIFICALLY DESCRIBED IN  
"EXHIBIT B" ATTACHED HERETO AND MADE A PERMANENT PART THEREOF.

NOTE: It is understood and agreed between the parties this mortgage is  
given by the undersigned for the purpose of securing an indebtedness  
advance to BILL STREET'S DECORATING CENTER, INC. under separate note  
and agreement dated this date.

It is further noted that title to PARCEL I is vested in the name of  
Bill Street's Decorating Center, Inc.; title to PARCEL II is vested  
in the name of Ramona S. Bishop (Johnson)

Taxes paid in Jefferson County, Alabama

BOOK 347 PAGE 342

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 BILL STREET'S DECORATING CENTER, INC. AND  
RAMONA S. BISHOP (JOHNSON) AND HUSBAND GARY DON JOHNSON

have hereunto set their signature s and seal, this 30th day of April, 19 91

BILL STREET'S DECORATING CENTER, INC. (SEAL)

Gary Don Johnson (SEAL)

Ramona S. Bishop (Johnson) (SEAL)

THE STATE OF ALABAMA  
SHELBY COUNTY

I, Cynthia B. Kemp, a Notary Public in and for said County, in said State,  
hereby certify that Ramona S. Bishop (Johnson) and Gary Don Johnson

whose name<sup>s</sup> 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 30th day of April, 19 91  
Notary Public.

THE STATE of ALABAMA  
SHELBY COUNTY

I, Cynthia B. Kemp, a Notary Public in and for said County, in said State,  
hereby certify that Gary Don Johnson

whose name as President of Bill Street's Decorating Center, Inc.  
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 30th day of April, 19 91  
Notary Public

MY COMMISSION EXPIRES MARCH 8, 1992

MORTGAGE DEED

TO

Return to:

"EXHIBIT B"

APRIL 30, 1991

RE: BILL STREET'S DECORATING CENTER, INC. AND  
RAMONA S. BISHOP (JOHNSON) AND HUSBAND  
GARY DON JOHNSON

Parcel I

Unit 9-3, in Windhover, a condominium located at Old Rocky Ridge Road, Jefferson County, Alabama, as established by Declaration of Condominium, recorded on July 23, 1975, in Real Volume 1197 page 689 in the Probate Office of Jefferson County, Alabama, and in Misc. Book 12, page 1, in the Probate Office of Shelby County, Alabama, as amended by Amendments of Declaration of Condominium recorded in Real Volume 1200 page 637, in Real Volume 1385 page 91, in Real Volume 1388 page 152, Real Volume 1564 page 374, Real Volume 1573 page 594, Real Volume 1632 page 85, and Real Volume 1632 page 93 in the Probate Office of Jefferson County, Alabama, and in Misc. Book 12 page 196, Misc. Book 18 page 28, Misc. Book 18 page 163, Misc. Book 24 page 465, Misc. Book 24 page 468, Misc. Book 26 page 329, and Misc. Book 26 page 337 in the Probate Office of Shelby County, Alabama; together with an undivided interest in the common elements of Windhover, A Condominium, as set out in Exhibit "B" attached to said Declaration of Condominium, as it may have been or may hereafter be amended pursuant to said Declaration; said unit being more particularly described in the plans and drawings of said Condominium as recorded in Map Book 107 page 26 in the Probate Office of Jefferson County, Alabama, and in Map Book 6 page 53, in the Probate Office of Shelby County, Alabama, as amended by revised or supplemental plans recorded in Map Book 107 page 32, Map Book 111 page 34, Map Book 115 page 5, Map Book 116 page 76, and Map Book 116 page 77 in the Probate Office of Jefferson County, Alabama; and in Map Book 6 page 55, Map Book 6 page 133, Map Book 7 page 41, Map Book 7 page 81, and in Map Book 7 page 92 in the Probate Office of Shelby County, Alabama.

Parcel II

Lot 27, according to the Survey of Valley Brook, Phase I, as recorded in Map Book 10 page 56 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

1991 MAY 29 / AM 7:40

RECORDED & INDEXED  
DEED TAX HAS BEEN PAID ON THIS INSTRUMENT

*George R. Reynolds*  
JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax	
2. Mtg. Tax	
3. Recording Fee	7.50
4. Indexing Fee	4.00
5. No Tax Fee	4.00
6. Certified Fee	1.00
Total	16.50

450  
12 12

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

91 JUN 10 PM 3: 17

*Thomas J. Johnson, Jr.*  
JUDGE OF PROBATE

STATE OF ALABAMA, JEFFERSON COUNTY

I hereby certify that no mortgage tax or deed tax has been collected on this instrument.

*George R. Reynolds*  
Judge of Probate

"NO TAX COLLECTED"

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

1991 MAY 13 PM 3: 37

RECORDED & INDEXED  
DEED TAX HAS BEEN PAID ON THIS INSTRUMENT

*George R. Reynolds*  
JUDGE OF PROBATE

262.50  
10.50  
273.00