

This instrument was prepared by

248

Harrison, Conwill, Harrison & Justice

P. O. Box 557
Columbiana, Alabama 35051

MORTGAGE-

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Nell Dexter Waite, a married woman

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

George R. Burton, Sr. and wife, Mary Nell Burton

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

of Sixty Thousand and no/100----- Dollars
(\$ 60,000.00), evidenced by one promissory note of even date, and according to the terms and conditions of said note.

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, Nell Dexter Waite
a married 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:

A part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 22 South, Range 1 West, described as follows: Beginning at the Southwest corner of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence Northwardly along the West line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 6.319 chains to a point on the center line of the Louisville and Nashville Railroad right of way; thence Eastwardly at a deflection angle of 93 deg. 02 min. to the right along the center line of said railroad right of way a distance of 1.60 chains to a point; thence Northwardly, parallel to the West line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 1.288 chains to a point, which is the point of beginning; thence continue Northwardly, parallel to the West line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 8.94 chains to a point; thence Eastwardly at right angles to the West line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 2.037 chains, more or less to a point on the extension Northwardly of the West line of Church Street; thence Southwardly along the extension Northwardly of the West line of Church Street and the West line of Church Street a distance of 9.56 chains to a point, which point is 85 feet Northwardly at right angles to the center line of the Louisville and Nashville Railroad right of way; thence Westwardly, parallel to and 85 feet Northwardly of the center line of said right of way a distance of 5.45 chains, more or less, to the point of beginning; being situated in Shelby County, Alabama. LESS AND EXCEPT all that part of the above described property lying North of Shelby County Highway no. 42, as conveyed to Henry E. O'Hara and wife, Frances C. O'Hara by deed dated June 12, 1975, and recorded in Deed Book 292, page 853, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

This is not the homestead of the mortgagor or her spouse.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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C. J. Little

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 Mortgagee 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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 Nell Dexter Waite, a married woman

have hereunto set MY signature and seal, this 30 day of August 19 91
Nell Dexter Waite (SEAL)
 Nell Dexter Waite (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 Nell Dexter Waite, a married 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 30th day of August 19 91 Notary Public.

Charles H. ...
 Notary Public

THE STATE of _____ }
 _____ COUNTY }

I, _____ a Notary Public in and for said County, in said State,
 hereby certify that _____
 of _____
 whose name as _____ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, 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 ALABAMA
 I CERTIFY THIS INSTRUMENT WAS FILED

91 SEP -5 AM 8:32

JUDGE OF PROBATE

Return to: _____
 TO _____
 MORTGAGE DEED

1. Deed Tax	\$ 47.00
2. Mfg. Tax	\$ 5.00
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 99.00

Recording Fee \$ _____
 Deed Tax \$ _____
 This form furnished by
HARRISON, CONWILL, HARRISON
 & JUSTICE
 P. O. Box 557
 Columbiana, Alabama 35061