JEFFERSON TITLE CORPORATION P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

This instrument was prepared by

HOLLIMAN, SHOCKLEY & KELLY, ATTORNEYS

3821 Lorna Road, Suite 110

Birmingham, AL. 35244 (Address)

MORTGAGE-

STATE OF ALABAMA

SHELBY

(Name)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

R. CLIFFORD GAME and wife, JEAN D. GAME

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to WILSON BANK & TRUST, a 623 West Main Street, TENNESSEE CORPORATION, whose address is Lebanon, Tennessee 37087

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

of THIRTY THOUSAND AND NO/100 -----

(\$ 30,000.00), evidenced by their note of even date herewith, payable on or before the 3rd day of March, 1992, if not sooner paid.

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**B00K** And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment: thereof.

R. CLIFFORD GAME and wife, NOW THEREFORE, in consideration of the premises, said Mortgagors,

JEAN D. GAME

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

Lot 5, according to map and place of Cahaba River Estates, as recorded in Map Book 3, Page 11, in the Probate Office of Shelby County Alabama; being situated in Shelby County, Alabama.

This mortgage is third, junior and subordiate to that first mortgage in favor of First Southern Federal Savings and Loan, dated 1-15-85, and recorded in Real Volume 15, Page 177; and that second mortgage in favor of Central Bank of the South, dated 9-13-90, and recorded in Real Volume 311, Page 334, in said Probate Office.

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 purcels 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 resonable 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 not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and d further agree that said Mortgagee, agents or assigns may bid

IN WITNESS WHEREOF the undersigned R	t bidder therefor; and undersigned further agree to pay a reasonable attorney and undersigned further agree to pay a reasonable attorney and gage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby agree in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby agree in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby agree in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby agree in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby agree in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby agree in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby agree in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby
have hereunto set OUT signature S and se	R. CLIFFORD GAME  (SEAL
THE STATE of ALABAMA	
JEFFERSON COUNT	
I, the undersigned author hereby certify that R. CLIFFORD G.	rity AME and wife, JEAN D. GAME
whose name Sare signed to the foregoing conveys	ance, and who are known to me acknowledged before me on this day, that being
informed of the contents of the conveyance the	executed the same voluntarily on the day use same remaining 1991
Given under my hand and official scal this $-1$	2th day of September, / 1991.
Given under my natid and official to-	3-91 // MANALANDER PUNIC.
My Commission Expires: //-	2-91 MANUALONANDE
My Commission Expires: //-	2-91 (MINUMANUMINE)
My Commission Expires: //-	2-91 (MINUMANUMINE)
My Commission Expires: //-	7-91 (////////////////////////////////////
My Commission Expires: //- THE STATE of  COUN  I, hereby certify that	7-91 (////////////////////////////////////
THE STATE of  COUN  I,  hereby certify that  whose name as a corporation, is signed to the foregoing conveyance contents of such conveyance, he, as as such officer	a Notary Public in and for said County, in said States, and who is known to me, acknowledged before me, on this day that, being informed of and with full authority, executed the same voluntarily for and as the act of said corporation.
My Commission Expires: //- THE STATE of  COUN  I, hereby certify that	a Notary Public in and for said County, in said States, and who is known to me, acknowledged before me, on this day that, being informed of and with full authority, executed the same voluntarily for and as the act of said corporation.
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JAMES A. HOLLIMAN
Attorney at Law
Attorney at Law
Chase Commerce Pk. Suite 1
3821 Lorna Rd.
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BIRMINGHAM, AL 35244

MORTGA

JUDGE OF PRUBATE

1. Deed tax	
2. Mtg. Tax	4500
3. Recording Fee	500
4. Indexing Foe	300
5. No Tax Fee	
6. Certified Fee	100
	51/200

furnished

cording Fee

EFFERSON TIT