

## MORTGAGE

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that this indenture made and entered into on this the 15<sup>th</sup> day of MAY, 1992 by and between the undersigned LINDA F. FORD, hereinafter referred to as the Mortgagor, and ROBBIE M. MESSER, hereinafter referred to as the Mortgagee.

: W I T N E S S E T H :

THAT WHEREAS, the said Mortgagor is justly indebted to the Mortgagee in the sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS evidenced by the Promissory Note of the Mortgagor of even date herewith to the Mortgagee, as follows:

One Promissory Note in the amount of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS plus interest at the rate of nine percent (9%) per annum due and payable in equal monthly installments of ONE THOUSAND FOURTEEN AND 26/100 (\$1,014.26) DOLLARS for one hundred and eighty (180) consecutive months. This first installment of ONE THOUSAND FOURTEEN AND 26/100 (\$1,014.26) DOLLARS due and payable June 15, 1992, and a like installment of ONE THOUSAND FOURTEEN AND 26/100 (\$1,014.26) DOLLARS shall be due and payable on the 15<sup>th</sup> day of each month thereafter until the entire sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS plus interest has been paid.

The Mortgagor herein reserves the privilege of paying all or any part of the principal with accumulated interest to the date of payment at anytime.

AND, WHEREAS, the said Mortgagor is anxious to secure the prompt and certain payment of the said Note above described with the interest thereon, as the same becomes due and payable and for the purpose of so doing, and for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR to me, cash in hand paid by the Mortgagee, the receipt of which is hereby acknowledged, the said Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, the following described real estate, situated in the County of Shelby, State of Alabama, to-wit:

Lot 76, according to the survey of Chandalar South, Second Sector, as recorded in Map Book 6, Page 12, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the property herein described, together with all and singular the rights, privileges, tenements, appurtenances and improvements unto the said Mortgagee and unto her heirs, personal representatives, successors and assigns forever. And the said Mortgagor does hereby covenant and represent unto the said Mortgagee, her heirs, personal representatives, successors and assigns of the Mortgagee that the Mortgagor is lawfully seized in fee of the property herein described, and that the property is free from all encumbrances; that the Mortgagor has a good and lawful right to sell and convey the same as aforesaid; that the Mortgagor will warrant and defend the title to the same forever against the lawful claims and demands of all persons whomsoever. And the said Mortgagor further covenant and agree to pay all taxes due and to become due on the property above described, all assessments for street improvements and to keep the buildings thereon insured against loss by fire in some good and solvent fire insurance company in an amount sufficient to cover this indebtedness, or such other sum as may be agreed upon between the parties, with the loss, if any, payable to the said Mortgagee as the interest of the Mortgagee may appear; and, if at any time, the Mortgagor fails to pay and keep up said taxes, assessments for street improvements and insurance as agreed, the said Mortgagee, her heirs, personal representatives, successors or assigns of the Mortgagee, is hereby authorized to do so and charge the amount so expended to the Mortgagor which shall become and be a part of this mortgage and a charge or lien upon the property herein described.

BUT, THIS CONVEYANCE IS UPON THIS CONDITION, that, if the Mortgagor pay, or cause to be paid, to the Mortgagee the promissory note herein described with interest thereon as the same becomes due and payable, and shall keep up the said taxes, assessments for street improvements and insurance as agreed, then this conveyance is NULL AND VOID.

828 County Rd 41

Clanton AL 35045

Inst # 1992-11669

BUT UPON FAILURE TO PAY the said promissory note herein described, with interest thereon, as the same becomes due and payable or on the failure to pay the said taxes, assessments for street improvements and insurance as agreed, then, or in any one of these events, the said Mortgagee, representatives of the Mortgagee, are hereby authorized to declare the entire indebtedness due and to take possession of the property herein described, or without taking such possession, and after giving three (3) weeks notice of the time, place and terms of sale, by advertisement once a week successively in some newspaper published in Shelby County, Alabama, may sell the same at public auction to the highest bidder for cash in front of the Courthouse door of Shelby County, Alabama, and may execute title to the purchaser, or purchasers, and devote the proceeds of said sale to the payment, first, of the expense of advertising, selling and conveying, including attorney's fees and other reasonable costs of foreclosure, whether under the power of this mortgage or by foreclosure out of the Circuit Court; second, of the amount with interest that may be due on the aforesaid promissory note herein described, together with any amounts that may have been expended by the said Mortgagee, her heirs, personal representatives, successors, and assigns, of the Mortgagee in the payment of taxes, assessments for street improvements and insurance as agreed, with interest on said payments from their dates; and, lastly, if there should be any surplus of said proceeds, the same is to be turned over to the said Mortgagor.

IN THE EVENT OF A SALE under the power conferred by this mortgage, the said Mortgagee, her heirs, personal representatives, successors and assigns of the Mortgagee, shall have the right, and the Mortgagee is hereby authorized to purchase said property at such sale. And should such property be sold under this mortgage, the auctioneer making such sale, or the Probate Judge of said County and State, is hereby empowered same, and as to the title so made, the undersigned herein covenant and warrant against the lawful claims and demands of all persons whomsoever.

PLURAL OR SINGULAR WORDS used herein to designate the undersigned, the Mortgagee, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation; and all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved are secure to the Mortgagee, shall inure to the successors, assigns, heirs, executors and administrators of the parties hereto, and the use of any gender shall be applicable to all genders, and plural or singular words used hereto to designate the parties shall be construed to refer to the Mortgagors or Mortgagees herein, whether one or more persons, or a corporation.

IN WITNESS WHEREOF, the said Mortgagor have hereunto set her hand and seal, this the day and date first above written.

 (SEAL)  
Robbie M. Messer

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robbie M. Messer, 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 this conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this 18 day of June, 1992.

  
Notary Public  
Commission Expires: 12-5-94

This Instrument Prepared By:  
Earl E. Cloud, Jr.  
Attorney at Law  
200 West Court Square, Suite 368  
Huntsville, Alabama 35801  
(205) 533-9480

Inst # 1992-11669

06/18/1992-11669  
03:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 159.00