THIS INSTRUMENT PREPARED BY:

NAME:	STAN DOWNEY, ATTY.	
(10.0115.	2711 MOODY PARKWAY	
ADDRESS.	MOODY, AL 35004	

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

ST. CLAIR

COUNTY

Know All Men By These Presents, that whereast

justly indebted to DORIS J. SUTTLE

in the sum of THREE THOUSAND THREE

EVEN DATE HEREWITH, AND EXECUTED evidenced by their promissory note

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, TRAVIS A. ADAMS and wife MARGUERITE ADAMS do, or does, hereby grant, bargain, sell and convey unto the said DORIS J. SUTTLE (hereinafter called Mortgagee) the following described real property situated in

> County, Alabama, to-wit: SHELBY

THE NORTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 18 SOUTH, A part of: RANGE 1 EAST.

MORE FARTICULARLY DESCRIBED AS: BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN WESTERLY ALONG THE NORTH LINE OF SAID 1-1 SECTION A DISTANCE OF 279.95 FEET; THENCE TURN 90 DEGREES 00 MINUTES LEFT AND RUN SOUTHERLY 155.60 FEET; THENCE TURN 90 DEGREES 00 MINUTES LEFT AND RUN EASTERLY 278.59 FEET TO A POINT ON THE EAST LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION; THENCE TURN 89 DEGREES 30 MINUTES LEFT AND RUN NORTHERLY ALONG SAID $\frac{1}{4}-\frac{1}{4}$ LINE 155.61 FEET TO THE POINT OF BEGINNING.

THIS IS A SECOND MORTGAGE. FIRST MORTGAGE IS TO GOLDOME CREDIT CORP., RECORDED IN REAL VOL. 201, P. 482, SHELBY COUNTY, ALABAMA.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 Mortgages, 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 in said property become indangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outery, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

ECRY SPICES

on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgages may bld at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as anctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or Interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mort-

gage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation. IN WITNESS WHEREOF, we have hereunto set our hands and seals 19 92 DECEMBER on this the 12TH day of WITNESSES: Thrane a. a. MARGUERITE ADAMS (Seal) (Scal) STATE OF ALABAMA General Acknowledgement ST. CLAIR County , a Notary Public in and for said County in said State. AUTHORITY I, the undersigned, TRAVIS A. ADAMS and wife MARGUERITE ADAMS hereby certify that whose nameS AREsigned to the foregoing conveyance, and who AREknown 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. 1992 Given under my hand and official seal this 12TH day of **RECEMBER** Notary Public. STATE OF Corporate Acknowledgement COUNTY OF a Notary Public in and for said County, in said State, hereby certify that President 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, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. , 19 day of Given under my hand and official seal, this the Notory Public

Inst # 1992-29957

12/14/1992-29957 02:02 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 13.95 005 N38