## This form furnished by: Cahaba Title, Inc.

Eastern Office (205) 833-1571 FAX 833-1577 Riverchase Office (205) 988-5600 FAX 988-5905

County, State of Alabama, to wit:

This instrument was prepared by:	
Name) <u>Mitchell A. Spears</u> Address) <u>P. O. Box 119</u> <u>Montevallo, Alabama 35115</u>	-
	MORTGAGE
STATE OF ALABAMA SHELRY COUNTY   KNOW	
Timothy E. Bragg and wife, Virgin: (hereinafter called "Mortgagors", whether one or more)	
V. H. Bragg and Thelma M. Bragg of Twenty-Five Thousand and 00/100 (\$ 25,000.00 }, evidenced by separate real	(hereinafter called "Mortgagee", whether one or more), in the sum  Dollars  estate mortgage note, executed on even date herewith.
And Whereas, Mortgagors agreed, in incurring said indethereof.	ebtedness, that this mortgage should be given to secure the prompt payment
NOW THEREFORE, in consideration of the premises. Virginia A. Bragg	said Mortgagors. Timothy E. Bragg and wife,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real

Shelby

Lot #29, Givhan's Subdivision located in Montevallo, Shelby County, Alabama

estate, situated in

04/08/1993-09546 10:50 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 46.50

Inst # 1993-09546

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

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.

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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 sums 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 the 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 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, for 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

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. Timothy E. Bragg and wife, Virginia A. Bragg IN WITNESS WHEREOF the undersigned . 19 93 and seal, this their signature g have hereunto set (SEAL) (SEAL) (SEAL) (SEAL) ALABAMA THE STATE of SHELBY . a Notary Public in and for said County, in said state. the undersigned authority Ι, Timothy E. Bragg and wife, Virginia A. Bragg hereby certify that whose names 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. , 19 **93** . Given under my hand and official seal this Notary Public Inst # 1993-09546 THE STATE of COUNTY a Notary Public in and for said county, in said State, [, 04/08/1993-09546 is signed to the foregoing conveyance, and who is known to me acknowledged, before this day, that being informed of the contents of such conveyance, he, as such officer and with full gatherity, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this hereby certify that Notary Public

Return to:

STATE OF ALA

**COUNTY OF**