

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,

Robert E. Okin, Jr. and wife, Judith Milner Okin

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

Lynn D. Naish

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

of Eleven Thousand and no/100----- Dollars
(\$ 11,000.00)/plus interest evidenced by one promissory note of this date in the amount of
\$11,000.00, payable in 60 monthly installments of \$217.81 each, be-
ginning January 15, 1994.

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,

Robert E. Okin, Jr. and wife, Judith Milner Okin

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:

Commence at the Northwest corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 16, Township 21 South, Range 2 West; thence run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 1148.10 feet to the point of beginning; thence turn an angle of 87 deg. 35 min. 55.5 sec. to the left and run a distance of 1339.28 feet to the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn an angle of 87 deg. 35 min. 44.75 sec. to the right and run South along the East line a distance of 195.00 feet to the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn an angle of 92 deg. 24 min. 15.25 sec. to the right and run West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 1339.28 feet to the Southwest corner; thence turn an angle of 87 deg. 35 min. 55.5 sec. to the right and run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 195.00 feet to the point of beginning. Situated in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 16, Township 21 South, Range 2 West, and containing 6.0 acres.

Inst # 1993-32545

10/20/1993-32545
11:01 AM CERTIFIED

Said property is warranted free from all incumbrances and by county judge of probate
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 27.50

Conwill & Justice

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 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 Robert E. Okin, Jr. and wife, Judith Milner Okin

have hereunto set OUR signature S and seal, this day of

19 93.
Robert E. Okin, Jr. (SEAL)
Judith Milner Okin (SEAL)

THE STATE of Alabama }
Shelby COUNTY }

10/20/1993-32545
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

I, the undersigned authority Tracy F. Alexander, a Notary Public in and for said County, in said State, hereby certify that Robert E. Okin, Jr. and wife, Judith Milner Okin

whose name S 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. Given under my hand and official seal this 14th day of October, 19 93. 3-1-94 Notary Public.

THE STATE of Shelby COUNTY }

I, Tracy F. Alexander, a Notary Public in and for said County, in said State, hereby certify that Robert E. Okin, Jr. and Judith Milner Okin

whose name as of 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 14th day of October, 19 93. 3-1-94 Notary Public.

*And should the undersigned fail to pay said taxes or assessments, or fail to keep said property insured as above specified, or fail to deliver said policies to said Mortgagee, then the said Mortgagee, or assigns, may at the Mortgagee's option declare the whole of said indebtedness secured by this mortgage to be due and payable and may proceed with foreclosure as provided above, even if Mortgagee has elected to pay such amounts. State of Alabama, Shelby County

MORTGAGE DEED

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Judith Milner Okin, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this the 15th day of October, 1993.

Eva D. Mooney
Notary Public

This form furnished by
HARRISON, CONWILL, HARRISON
& JUSTICE
P. O. Box 557
Columbiana, Alabama 35051