

This instrument was prepared by

(Name) First American Bank of Pelham

(Address) P. O. Box 100, Pelham, AL 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—

STATE OF ALABAMA
COUNTY SHELBY

}

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
John S. Irwin, III, and wife, Joanne R. Irwin

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

V. O. Roberts, A Married Man

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

of Seventy-five Thousand and 00/100—Dollars
(\$75,000.00), evidenced by

Installment note of even date payable in 180 monthly installments to include
principal and interest at an interest rate of 10%.

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,

John S. Irwin, III and wife, Joanne R. Irwin

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:

Lot 57, according to the Survey of Old Mill Trace as recorded in Map Book 7,
pages 99 A&B, in the Probate Office of Shelby County, Alabama.

Inst # 1993-41770

12/29/1993-41770
05:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCD 123.50

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

Inst # 1993-41770

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 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.

John S. Irwin, III and wife, Joanne R. Irwin

have hereunto set their signatures and seal, this 28th day of December 1993

X John R. Irwin, III (SEAL)

X Joanne R. Irwin (SEAL)

(SEAL)

(SEAL)

THE STATE OF ALABAMA
SHELBY COUNTY

I, **Pamela Gold**, a Notary Public in and for said County, in said State,
hereby certify that **John S. Irwin, III and wife, Joanne R. Irwin**

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 have executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 28th day of December 1993

THE STATE of

MY COMMISSION EXPIRES FEBRUARY 24, 1967

I, _____, a Notary Public in and for said County, in said State,
hereby certify that

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, being 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 _____ day of _____, 19____

Camela _____, Notary Public

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MORTGAGE DEED

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