

STATE OF ALABAMA
SHELBY

COUNTY.

CORRECTIVE MORTGAGE

THIS INDENTURE, Made and entered into on this, the 5th day of January, 1990 by and between

Donald W. Duke, a single man

hereinafter called Mortgagor (whether singular or plural); and Joan N. Alexander

hereinafter called the Mortgagee;

WITNESSETH: That, WHEREAS, the said Mortgagor is

justly indebted to the Mortgagee in the sum of Sixteen Thousand Nine Hundred Sixty and no/100

(\$16,960.00)

evidenced as follows, to-wit:

A promissory note of even date for \$16,960.00 principal with interest at 12% per annum, payable in 120 monthly installments of \$243.33 each, beginning on the 15th day of January, 1990, and monthly thereafter, the final payment due and payable on the 15th day of December, 1999.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit: Commence at the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 34, Township 20 South, Range 1 West, Shelby County, Alabama, as the point of beginning. From this beginning point proceed South 0° 02' 57" East along the West boundary of said quarter-quarter section for a distance of 211.76 feet; thence proceed North 89° 06' 23" East for a distance of 967.96 feet to a point on the West right-of-way line of Shelby County Road No. 47; thence proceed North 1° 00' 25" West along the West right-of-way line of said road for a distance of 215.50 feet to its point of intersection with the North boundary of said quarter-quarter section; thence proceed South 88° 52' 13" West along the North boundary of said quarter-quarter section for a distance of 964.53 feet to the point of beginning.

The above described land is located in the Southeast Quarter of the Northeast Quarter of Section 34, Township 20 South, Range 1 West, Shelby County, Alabama, and contains 4.74 acres.

This indebtedness, the promissory note, and this mortgage are personal to the Mortgagor, and said note and this instrument provide that the entire indebtedness shall become due and payable upon transfer or conveyance of the property herein described, or any part thereof, by Mortgagor.

THIS IS A PURCHASE MONEY MORTGAGE.

This is a correction to the mortgage filed in Mortgage Book 273, Page 319, in the Shelby County Probate Office, for the purpose of correcting the place of sale under the power.

01/13/1994-01499
03:25 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCD 14.50

Inst # 1994-01499

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the ^{Front} door of the court house of ^{Shelby} County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns. *Being 15% of the unpaid balance due, principal and interest.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as is hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

(L. S.)

Donald W. Duke

(L. S.)

Donald W. Duke, a single man

(L. S.)

(L. S.)

STATE OF ALABAMA, }
SHELBY COUNTY }
SHELBY

I, the undersigned authority, in and for said County, in said State, hereby certify that.....

Donald W. Duke, a single man

whose name is signed to the foregoing conveyance, and who is known to me (or made known to me) acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 14th day of May 1993.

Dorothy H. Cain
Notary Public

NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEBRUARY 6, 1995

STATE OF ALABAMA, }
TALLADEGA COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that.....

whose name signed to the foregoing conveyance, and who known to me (or made known to me) acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the day of 19.

Notary Public

Inst # 1994-01499

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SHELBY COUNTY JUDGE OF PROBATE
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