

This Instrument Prepared By:
Albert E. Ritchey
1910 28th Avenue South
Birmingham, Alabama 35209

STATE OF ALABAMA)
SHELBY COUNTY)

03/21/1994-09076
11:45 AM
MORTGAGE CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 111.00

Inst # 1994-09076

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, ROBERT E. NEWSOME, JR., (hereinafter referred to as "Mortgagor"), is justly indebted to CHARLES RAY ELLIS, (hereinafter referred to as "Mortgagee"), in the sum of Sixty Thousand and no/100 Dollars (\$60,000.00) as evidenced by a promissory note executed simultaneously herewith, 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 debt evidenced by said note and any future note or notes, and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "said indebtedness") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate and improvements thereon situated in Shelby County, Alabama, to-wit:

Commence at the northwest corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 21 south, Range 2 west, Shelby County, Alabama and run thence easterly along the north line of said

1/4 - 1/4 section a distance of 708.74' to a point on the easterly right of way line of the Alabama Power Company easement; Thence turn 69°58'38" right and run southeasterly 15.83' to a point; Thence turn 12°08'55" left and run southeasterly along said easement line 609.12' to a point; Thence turn 2°14'23" right and continue along said right of way line a distance of 225.79' to the point of beginning of the property being described; Thence continue along last described course a distance of 199.06' to a point; Thence turn 104°23'50" right and run westerly a distance of 444.49' to a point; Thence turn 74°50'53" left and run northwesterly a distance of 174.85' to a point on the east margin of Shelby County Road No. 87; Thence turn 33°53'14" right and run northerly along said margin a distance of 30.52' to a point; Thence turn 71°54'42" right and run easterly a distance of 430.93' to the point of beginning, containing 1.99 acres and marked on each corner with a steel pin or pipe.

Subject to:

- (1) Current ad valorem taxes.
- (2) Any and all easements, agreements, right of ways, restrictions and/or limitations of record.
- (3) Mortgage from Mortgagee to Central State Bank, a banking corporation, dated August 28, 1992, in the amount of \$30,000.00, as recorded in Mortgage Instrument No. 1992-18679 in the Probate Office of Shelby County, Alabama.

(The proceeds of the loan secured by this mortgage were used to purchase the property described herein at a closing held simultaneously with the execution of this mortgage.)

Said property is warranted free from all encumbrances and against any adverse claims, unless otherwise noted above..

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, agree 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 payoff off the same; and to further secure said indebtedness, the undersigned agree 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 the 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 Mortgagee, 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 endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, of

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, front of the Court House door in said County, at public outcry, 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 expend in paying insurance, taxes, or other encumbrances, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agrees that said Mortgagee may bid at said sale and purchase said

property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer 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(s)" wherever used in this mortgage refers to the person, or to the person, or to the corporation or Trust 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 mortgage 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 or Trust.

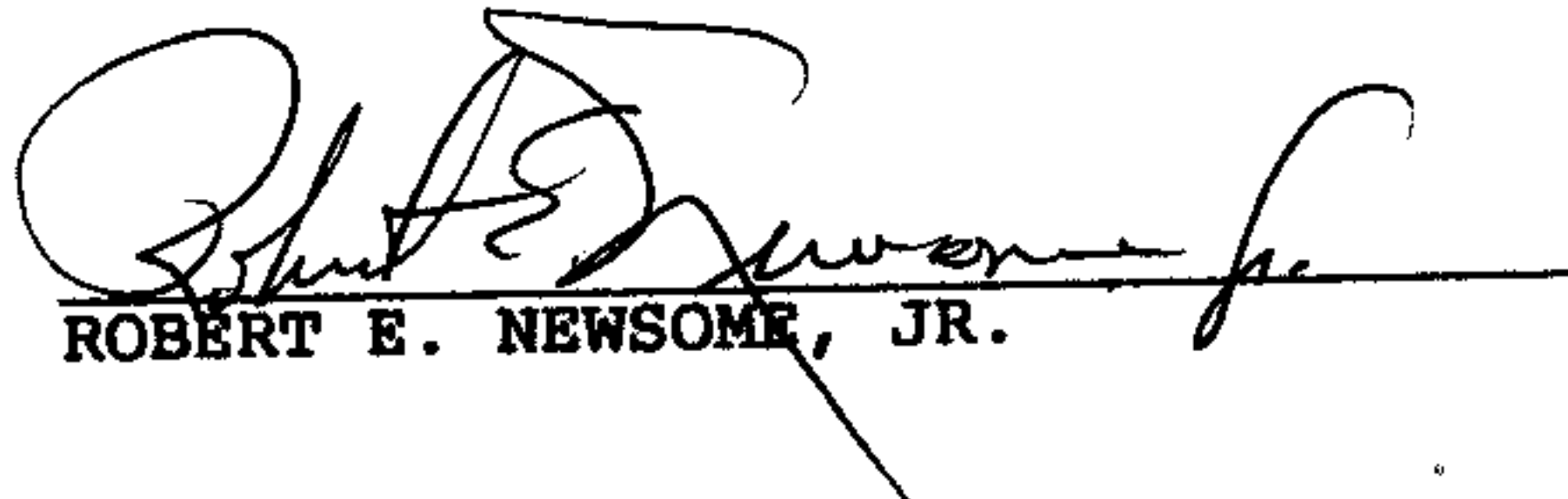
It is further understood and agreed that said property is subject to a first mortgage in favor of Central State Bank, a banking corporation, dated August 28, 19⁹² in the amount of Thirty thousand and no/100***** (\$ 30,000.00) as recorded in Mortgage Instrument #1992-18679 ~~in~~ the office of the Judge of Probate of Shelby County, Alabama.

The Mortgagee warrants that, so long as all payments due hereinunder are paid promptly by the Mortgagor, it will not cause said prior mortgage to become in default and that the Mortgagee

will faithfully pay and discharge said prior mortgage indebtedness as when the same matures in accordance with the terms of said mortgage and the note evidencing the said debt.

In the event the Mortgagee shall fail to make timely payment on said prior mortgage, Mortgagor herein shall have the right to pay the same or any part thereof and to deduct any such payment from the indebtedness payable hereunder.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his hand and seal this the 14th day of March, 1994.


ROBERT E. NEWSOME, JR.

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared ROBERT E. NEWSOME, JR., whose name is signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of March, 1994.


Notary Public
My Commission Expires: _____

MY COMMISSION EXPIRES NOVEMBER 29, 1994

Inst # 1994-09076

03/21/1994-09076
11:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 111.00