

**THIS INSTRUMENT WAS PREPARED BY:**

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P.O. Box 607  
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**MORTGAGE**

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**Henry Emfinger and wife, Rosa M. Emfinger,**

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

**Merchants & Planters Bank,**

(hereinafter called "Mortgagee", whether one or more) in the sum of **Forty-One Thousand Dollars (\$41,000.00)**, evidenced by note of same date.

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, **Henry Emfinger and wife, Rosa M. Emfinger**, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Jefferson County, Alabama, to-wit:

Beginning at the SW corner of the intersection of Park Street and Park Avenue as located on the map of the Town of Aldrich, Alabama and run in a Southeasterly direction along the West side of Park Street a distance of 492 feet; thence turn right 92 deg. 59 min. right and run a distance of 178.05 feet; thence turn 34 deg. 54 min. right and run a distance of 83.60 feet; thence turn 7 deg. 32 min. right and run a distance of 102.20 feet; thence turn 71 deg. 51 min. left and run a distance of 146.54 feet; thence turn 84 deg. 04 min. 40 sec. right and run a distance of 173.56 feet, more or less, to Easterly boundary of Park Avenue; thence turn 94 deg. 48 min. right and run along the East side of Park Avenue a distance of 602 feet to the point of beginning.

Less that part sold off the north side of said property to James Edward Lyons and Frances Lyons on the 19th day of June, 1957.

A right of way 18 feet wide as now exists, is reserved as a means of ingress and egress to other properties; said right of way runs in a generally East-West direction along the South side of said plot. According to Thomas Addition to the town of Aldrich, map of which was recorded in the Office of the Probate Judge of Shelby County, Alabama, on February 23, 1944 in Map Book No. 3, Page 52.

Less and Except that part sold to J.E. and Frances Lyons by deed recorded in said Probate Office in Deed Book 224 Page 229.

Less and Except that property sold to W.E. and Annette Lumpkin by deed recorded in said Probate Office in Deed Book 291, Page 806.

All being situated in Shelby County, Alabama.

**Parcel II**

Lot 1, in Block 5, according to Thomas' Addition to the Town of Aldrich, Alabama, in Map Book 3, Page 52: Also beginning at the Northwest corner of Lot 1 in Block 5 and run in a Westerly direction on the projected northside of said Lot 1 a distance of 39.5 feet; thence turn 63 deg. 28 min. left and run a distance of 192.7 feet; thence turn 104 deg. 52 min. left and run a distance of 137.47 feet to the Southwest corner of said Lot 1; thence run up the West side of said Lot 1 in a northerly direction a distance of 200.14 feet to the point of beginning, all according to Thomas' Addition to the Town of Aldrich, map of which is recorded in the Probate Office of Shelby County, Alabama, in Map Book 3, Page 52; being situated in Shelby County, Alabama.

Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 92, Page 186; Deed 118, Page 134; Deed 146, Page 385 and Deed 241, Page 884 in Probate Office. (Parcel I)

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05/12/1994-15435  
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SHELBY COUNTY JUDGE OF PROBATE  
72.50  
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Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed 135, Page 227 in Probate Office. (Parcel I)

Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 118, Page 134 in Probate Office. (Parcel II)

Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed 135, Page 217 in Probate Office. (Parcel II)

Easement(s) to Pat Brantley et al as shown by instrument recorded in Deed 124 Page 108 for water and sewer line in Probate Office. (Parcel II)

The legal descriptions set out herein were furnished to preparer by the mortgagors herein without the benefit of survey.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

The mortgagor herein, Henry Emfinger, is one and the same as Henry A. Emfinger, the grantee in that certain deed executed on even date herewith.

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 fails to keep said property insured as above specified, or fails to deliver said insurance policies to 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 Mortgagees 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 Mortgage 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 proper 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 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 part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned Henry Emfinger and wife, Rosa M. Emfinger, have hereunto set their hands and seals this 11th day of May, 1994.

Henry Emfinger  
Henry Emfinger

Rosa M. Emfinger  
Rosa M. Emfinger

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Henry Emfinger and wife, Rosa M. Emfinger, whose names are signed to the foregoing conveyance, and who is 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 11th day of May, 1994.

1/5/98  
My Commission Expires

Janet M. Spivey  
Notary Public

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05/12/1994-15435  
08:28 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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