

This instrument was prepared by

(Name) B. Glenn Murdock, Wallace, Jordan, Ratliff, Byers & Brandt

(Address) 2000-A SouthBridge Parkway, Suite 525, Birmingham, AL 35209

MORTGAGE- AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Pamela C. Kittrell, the surviving grantee of deed recorded in Deed Book 347, Page 33 in the Probate Office of Shelby County, Alabama; the other grantee, Traywith H. Kittrell, having died on or about August 12, 1991, (hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Thurman Wilson, Jr. and Nancy Schilling

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

of Ten Thousand Five Hundred and No/100 ----- Dollars (\$ 10,500.00 ), evidenced by that certain Note executed by Mortgagor, dated September 30, 1994 and having a final maturity date of June 10, 1996.

Inst # 1994-30806

10/11/1994-30806  
08:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 26.75

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,

Pamela C. Kittrell

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:

The following land and all improvements thereon and thereto:

A parcel of land containing 1.21 acres, more or less, located in the SW 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the SW corner of the NW 1/4 of said Section 13; thence run East along the South line of said NW 1/4 a distance of 219.89 feet; thence turn left 69 degrees 42 minutes 38 seconds a distance of 675.95 feet to the point of beginning, said point being on the Westerly right of way of Highway #31 and also being on a curve to the right having a central angle of 2 degrees 34 minutes 45 seconds and a radius of 2390.74 feet; thence continue last course along the chord of said curve a distance of 107.61 feet; thence turn left from said chord 87 degrees 43 minutes 49 seconds a distance of 274.22 feet; thence turn left 89 degrees 52 minutes 00 seconds a distance of 237.25 feet to the Northerly right of way of Shelby County Highway #105; thence turn left 107 degrees 48 minutes 34 seconds along said right of way a distance of 255.82 feet; thence turn left 38 degrees 10 minutes 47 seconds along the right of way of the intersection of Highway #105 and said Highway #31 a distance of 62.88 feet to the point of beginning. Situated in Shelby County, Alabama.

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

*Stewart Davis*

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 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.

IN WITNESS WHEREOF the undersigned Pamela C. Kittrell

has hereunto set her signature her and seal, this 30th day of September, 1994

*Pamela C. Kittrell* (SEAL)  
Pamela C. Kittrell (SEAL)  
(SEAL)  
(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, , a Notary Public in and for said County, in said State,

hereby certify that Pamela C. Kittrell

whose name 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 the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of September, 1994  
Notary Public.

THE STATE of

COUNTY

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

MY COMMISSION EXPIRES OCTOBER 27, 1997

*Christopher P. M... 19* Notary Public

Return to:

TO

MORTGAGE DEED

Inst # 1994-30806

10/11/1994-30806  
08:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HCD 26.75

This form furnished by



american title insurance company  
2119 - 3RD AVENUE NORTH • BIRMINGHAM, AL 35203 • (205) 254-6080