

This instrument was prepared by

(Name) Wallace, Ellis, Fowler & Head

(Address) Columbiana, Al. 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

William A. Jones and wife, Pamela Jones

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

M. P. Isbell and Mitzi Pugh

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

of NINETEEN THOUSAND, SEVEN HUNDRED & NO/100 Dollars  
(\$ 19,700.00), evidenced by one promissory installment note of this date in the amount of \$19,700.00, together with interest upon the unpaid portion thereof from date at the rate of 10% per annum, in monthly installments of \$260.34, payable on the 15th day of each month after date, commencing June 15, 1995, until said sum is paid in full.

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,

William A. Jones and Pamela Jones

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:

A parcel of land lying in the SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 24, Township 19 South, Range 1 West, and more particularly described as follows:

Commence at the SE corner of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 24, Township 19 South, Range 1 West and run Westerly along the South boundary line of said Section 24, a distance of 390.79 feet to the point of beginning at a point on the Westernmost right of way line of County Highway No. 440; thence continue along said South boundary line a distance of 220.0 feet to a point; thence turn an angle of 101 deg. 53' 44" to the right and run Northeasterly a distance of 200.0 feet to a point; thence turn an angle of 78 deg. 06' 16" to the right and run Easterly a distance of 220.0 feet to a point on the Westernmost right of way line of County Highway No. 440; thence turn an angle of 101 deg. 53' 44" to the right and run South-westerly along said right of way line a distance of 200 feet to the point of beginning. Said parcel of land is lying in the SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 24, Township 19 South, Range 1 West, and contains 1 acre.

Inst # 1995-13869

05/26/1995-13869  
01:31 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE MCD 40.55

140 COR 39  
Chelsea A 35043

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

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.

have hereunto set  
signature and seal, this 22 day of May, 19 95.

William A. Jones (SEAL)  
(William A. Jones)

Pamela Jones (SEAL)  
(Pamela Jones)

(SEAL)

Given under my hand and official seal this 22 day of May, 19 95.  
*James Brasher* Notary Public.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_, Notary Public

05/26/1995-13869  
01:31 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 40.55

**THIS FORM FROM**  
**Lawyers Title Insurance Corporation**  
*Title Guarantee Division*  
**TITLE INSURANCE — ABSTRACTS**  
**Birmingham, Alabama**