

This instrument was prepared by

Mitchell A. Spears

ATTORNEY AT LAW

Post Office Box 119

Montevallo, AL 35115-0119

205/665-5102

205/665-5076

Send Tax Notice to:

(Name) _____

(Address) _____

MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

TOMMIE L. MITCHELL, an unmarried woman
(hereinafter called "Mortgagors", whether one or more) are justly indebted to

NORA WHATLEY and JACK WHATLEY

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

of EIGHTY THOUSAND and 00/100-----Dollars
(\$ 80,000.00***), evidenced by separate real estate mortgage note executed on even date herewith

Inst # 1995-22078

08/14/1995-22078
09:43 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 131.00

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,

TOMMIE L. MITCHELL

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:

Lots 1 and 2 in Block 1, Map of Southmont in Southwest 1/4 of Northeast 1/4 of Section 3, Township 24 North, Range 12 East, in Town of Montevallo, Alabama, according to map recorded in Map Book 4, at Page 46, in the Office of the Judge of Probate of Shelby County, Alabama.

Commence at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama, and run thence southerly along the said Quarter-Quarter line a distance of 650.12 feet to a point; thence turn 82 deg. 56' 00" right and run 391.54 feet to a point; thence turn 90 deg. 25' 35" right and run 174.01 feet to a point; thence turn 90 deg. 00' 04" right and run 135.00 feet to a point; thence turn 90 deg. 00' 00" to the right and run 36.39 feet to the point of beginning of the property being described; thence continue along last described course a distance of 122.64 feet to a point on the South right of way line of Alabama Highway No. 25; thence turn 85 deg. 09' 25" left and run along said right of way line a distance of 70.37 feet to a point; thence turn 46 deg. 14' 34" left and continue along said right of way line a distance of 44.99 feet to a point on the East margin of Hicks Street; thence turn 55 deg. 07' 51" left and run along said margin of said street a distance of 110.00 feet to a point; thence turn 90 deg. 00' 00" left and run a distance of 91.95 feet to the point of beginning.

THIS IS A FIRST MORTGAGE.

THIS MORTGAGE SHALL BE NON-ASSUMABLE, WITHOUT THE WRITTEN CONSENT OF MORTGAGEES.

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

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 sums 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 the 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 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, for 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 TOMMIE L. MITCHELL, an unmarried woman
have hereunto set her signature and seal, this 7th day of August 1995
Tommie L. Mitchell (SEAL)
TOMMIE L. MITCHELL (SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY }

I, the undersigned authority

a Notary Public in and for said County, in said state.

hereby certify that TOMMIE L. MITCHELL, an unmarried woman

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 7th day of August 1995 T.L.M.

D. G. Spear Notary Public
9/97

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 _____ day of _____, 19____

08/14/1995-22078
09:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 131.00
Notary Public

Return to:

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF

Mitchell A. Spears

ATTORNEY AT LAW

Post Office Box 119

Montevallo, AL 35115-0119

(205) 665-5102

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