

This instrument was prepared by

Harrison, Conwill, Harrison & Justice

P. O. Box 557
Columbiana, Alabama 35051

MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Donna G. Moore, an unmarried person

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

Mildred F. Beavers

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

of Seven Thousand and no/100

(\$ 7,000.00

Dollars

), evidenced by a promissory note executed simultaneously herewith.

Inst # 1995-26834

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SHELBY COUNTY JUDGE OF PROBATE
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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,

Donna G. Moore

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:

See attached Exhibit A.

This is a purchase money second mortgage and may not be assumed without the written consent of Mortgagee.

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 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 in subject to foreclosure as now provided by law in case of past due mortgage, and 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 Donna G. Moore

have hereunto set ^{signature (s)} his/her/their and seal, this 23rd day of September 19 95
Donna G. Moore (SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA }
SHELBY COUNTY }
I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Donna G. Moore, an unmarried person
whose name (s) / signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day,
that being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 23rd day of September 19 95
William H. Justice 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, 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 day of , 19
Notary Public

Return to:

TO

MORTGAGE DEED

Recording Fee \$
Deed Tax \$

This form furnished by
HARRISON, CONWILL, HARRISON
& JUSTICE
P. O. Box 557
Columbiana, Alabama 35051

SCHEDULE A CONTINUED
LEGAL DESCRIPTION

PARCEL I:

A lot or tract of land in the Town of Wilsonville, Alabama, described as follows: One lot beginning at the Southeast corner of the lot sold to N. H. Self by W. H. Taylor and wife, on December 22, 1886 by deed recorded in Deed Book 9, Page 335, in the Office of the Judge of Probate of Shelby County, Alabama and running North 80 feet; thence West 200 feet; thence South 80 feet; thence East 200 feet to the point of beginning. Being a part of the Southeast Quarter of the Northeast Quarter of Section 1, Township 21, Range 1 East; situated in Shelby County, Alabama, and also being known as Lot No. 35, according to Horsley's Map of Wilsonville, Ala.

Said lot is more accurately described as follows: Commencing at the NW corner of the SE 1/4 of NE 1/4, Section 1, Township 21, Range 1 East which is marked by an iron pipe, run thence North 87 degrees 30 minutes East 396 feet; run thence South 2 degrees 30 minutes East 488 feet, to what was formerly known as the William Gwin lot now owned by the heirs of R. G. Weldon for the point of beginning of the lot herein conveyed, which is marked by an iron stake; run thence South 87 degrees 30 minutes West along the Northern boundary of said Gwin or Weldon lot 200 feet; run thence North 2 degrees 30 minutes West 80 feet; run thence North 87 degrees 30 minutes East 200 feet; run thence South 2 degrees 30 minutes East 80 feet to point of beginning.

PARCEL II:

Begin at the Northeast corner of the SE 1/4 of the NE 1/4 of Section 1, Township 21 South, Range 1 East, Shelby County, Ala; thence east along the north boundary of said 1/4-1/4 section (also the north boundary of the Cosper lot) 396 feet, more or less, to the west boundary of a road; thence right 90 degrees 01 minute in a southerly direction along said west boundary 390.00 feet to the point of beginning; thence continue along same course 18.00 feet to the northeast corner of Beavers lot; thence right 90 degrees 40 minutes in a westerly direction along the north boundary of said Beavers lot 200.00 feet to the northwest corner of said Beavers lot; thence right 89 degrees 20 minutes in a northerly direction 18.00 feet; thence right 90 degrees 40 minutes in an easterly direction 200.00 feet to the point of beginning.

PARCEL III:

Commence at the southwest corner of the SE 1/4 of the NE 1/4 of Section 1, Township 21 South, Range 1 East, and run thence north along the west line of said 1/4-1/4 Section a distance of 822.35 feet; thence turn an angle of 88 degrees 22 minutes to the right and run a distance of 191.66 feet to the point of beginning; thence continue in the same direction a distance of 200.00 feet; thence turn an angle of 91 degrees 17 minutes to the right and run a distance of 10.00 feet; thence turn an angle of 88 degrees 43 minutes to the right and run a distance of 200.00 feet; thence turn an angle of 91 degrees 17 minutes to the right and run a distance of 10.00 feet to the point of beginning; situated in the SE 1/4 of the NE 1/4 of Section 1, Township 21 South, Range 1 East.

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