

This instrument was prepared by:

(Name) **/Joel C. Watson**

(Address) **Attorney At Law**

P.O. Box 987

Alabaster, Alabama 35007

MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

DON GIBSON

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

JOEL C. WATSON, HEWITT L. CONWILL, and C. RAE ALLEN, JR.

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

of **One Thousand Five Hundred and no/100s-----** Dollars
(**\$ 1,500.00**), evidenced by a Real Estate Mortgage Note executed simultaneously herewith.

Inst # 1996-04968

02/15/1996-04968
03:53 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 13.25

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,

DON GIBSON

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:

Parcel 1

Part of the NW1/4 of SW1/4 of Section 34, Township 21, Range 1, West, described as follows: Begin at the Northwest corner of said forty acres and run East along the North line of said Quarter Quarter section 70 yards; thence South 140 yards, and parallel with the West line of said forty acres to the old Columbiana-Calera Road; thence West along said old Columbiana-Calera road 70 yards to the West line of said Quarter Quarter section; thence North along the said West line of said Quarter Quarter Section 140 yards, more or less, to the point of beginning.

Parcel 2

The North 480 feet of all that part of the SE1/4 of Section 33, Township 21 South, Range 1 West which lies North of Highway 25 (Columbiana-Calera Road) and East of Waxahatchee Creek.

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 Mortgagee 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 therein; 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 DON GIBSON
have hereunto set his signature and seal, this day of January 19 96
Don Gibson
SEAL
SEAL
SEAL
SEAL

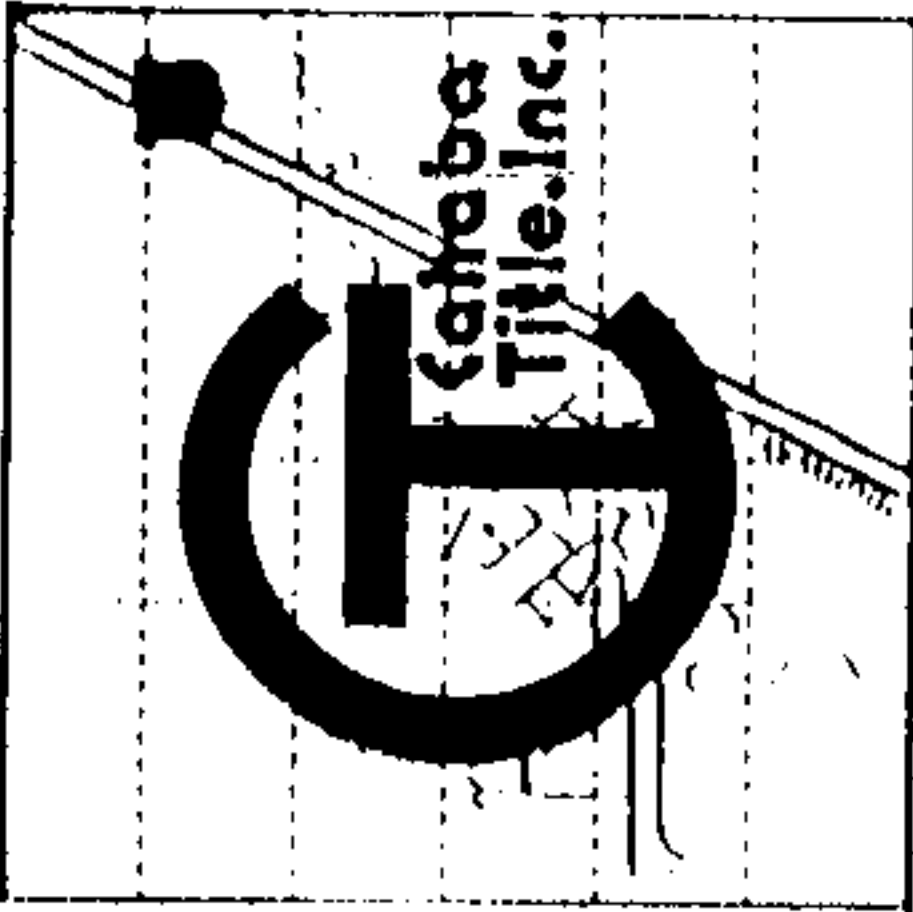
THE STATE of ALABAMA
SHELBY COUNTY }
I, the undersigned, a Notary Public in and for said County, in said state,
hereby certify that Don Gibson
whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that
being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date
Given under my hand and official seal this day of 1996
Notary Public
my commission expires 8-9-99

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
Notary Public
Inst # 1996-04968
02/15/1996-04968
03:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 13.25

Return to:

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by
Cahaba Title, Inc.
RIVERCHASE OFFICE
2068 Valleydale Road
Birmingham, Alabama 35244
Phone (205) 988-5600
EASTERN OFFICE
213 Gadsden Highway, Suite 227
Birmingham, Alabama 35235
205-333-1571