

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,

Alex Lilly and wife, Sybil Lilly

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

Lester Cathey and wife, Reuther C. Cathey (hereinafter called "Mortgagee", whether one or more), in the sum of Thirty Thousand and 00/100----- Dollars (\$ 30,000.00***), evidenced by separate real estate mortgage note.

Inst # 1996-06550

02/29/1996-06550
01:22 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCJ 56.00

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, Alex Lilly and wife, Sybil Lilly

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:

Lot 17, according to the Survey of Ripple Creek Estates, Phase 2, First Addition, as recorded in Map Book 14 page 39 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

THIS MORTGAGE SHALL NOT BE ASSUMED WITHOUT THE PRIOR WRITTEN CONSENT OF MORTGAGEES.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

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 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 ALEX LILLY and wife, SYBIL LILLY

have hereunto set their signature and seal, this 26th day of February 19 96
Alex Lilly
Sybil Lilly

THE STATE of ALABAMA
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said state, hereby certify that Alex Lilly and wife, Sybil Lilly whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date
Given under my hand and official seal this 26th day of February 19 96

[Signature] 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

day of 02/29/1996-06530
01:22 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 56.00
Notary Public

Return to:

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF

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Montevallo, AL 35115-0119

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