

THIS INSTRUMENT PREPARED BY:

NAME: Brenda B. Bowen

ADDRESS: 251 County Road 438 Wilsonville, Al 35186

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned
David F. Wooten and wife, Debra L. Wooten
justly indebted to James E. Breckenridge, and wife Joyce P. Breckenridge
in the sum of Eight Thousand & No/100 (\$8,000.00)

evidenced by the promissory note dated September 6, 1996, providing for monthly installments
of principal and interest, with the balance of the indebtedness, if not sooner paid, due
and payable on March 1, 1999.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when
the same falls due, the 1st of each month, beginning October 1, 1996.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at
maturity, the undersigned, David F. Wooten and wife, Debra L. Wooten
do, or does, hereby grant, bargain, sell and convey unto the said James E. Breckenridge and wife, Joyce P.
(hereinafter called Mortgagee) the following described real property situated in Breckenridge

Shelby County, Alabama, to-wit:

From the SW corner of the SW 1/4 of the SE 1/4 of Section 32, Township 19 South,
Range 1 East, run East a distance of 832.07 feet; thence left 98 degrees 59 minutes
10 seconds a distance of 382.52 feet to the point of beginning; thence continue in a
straight line a distance of 102.43 feet; thence left 99 degrees 43 minutes 01 seconds
a distance of 356.54 feet; thence left 106 degrees 18 minutes 14 seconds a distance
of 192.14 feet; thence left 90 degrees 00 minutes 00 seconds a distance of 297.27
feet to the point of beginning.

According to survey of Van M. Peavy, dated April 14, 1992.

Inst # 1996-30251

09/13/1996-30251
10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 23.00

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing
the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises,
and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said
indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning
and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if
collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as-
sessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered
by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-
gagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any
part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become in-
dangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any
statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form
and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on
which such statement is based, 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 Mort-
gagee 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, in some newspaper pub-
lished in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court
House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on, 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 remainder, if any, to be turned over to the said Mortgagee; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagee by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 9 day of September

1996.

WITNESSES:

 (Seal)

David F. Wooten)

 (Seal)

Debra L. Wooten)

_____ (Seal)

_____ (Seal)

_____ (Seal)

STATE OF

Shelby County

General Acknowledgement

I, the undersigned, James Ray Martin, a Notary Public in and for said County in said State,

hereby certify that David F. Wooten and wife, Debra L. Wooten

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being in-

formed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of September

1996


Notary Public.

STATE OF Alabama

COUNTY OF Shelby

Corporate Acknowledgement

I, James Ray Martin

a Notary Public in and for said County, in

said State, hereby certify that

whose name as President 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 the 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 9 day of September, 19 96


Notary Public

TO

MORTGAGE

Inst # 1996-30231

09/13/1996-30231
10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 23.00

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

Return to James E. Breckenridge
5050 Indian Valley Rd
B'ham, AL 35244