MORTGAGE

This instrument was prepared by Steven R. Sears, attorney, 655 Main Street, BX 4, Montevallo, AL 35115+0004, telephone 665-1211, without benefit of title evidence.

State of Alabama)
County of Shelby)

09/13/1996-30297
01:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCD 48.60

Inst # 1996-30297

Know all men by these presents: That whereas, James Kirkpatrick Miller, Jr and wife Cynthia Kay Miller, (hereinafter called "Mortgagor," whether one or more) are justly indebted to E G Hall and wife Effie Hall, (hereinafter called "Mortgagee," whether one or more), in the sum of twenty-three thousand, three hundred fourteen and 96/100 dollars ($23,314.96.), evidenced by a Real Estate Mortgage Note delivered simultaneously herewith; and

Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof and of any future advances from mortgagee;

Now Therefore, in consideration of the premises, said Mortgagor, James Kirkpatrick Miller, Jr and wife Cynthia Kay Miller 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, Alabama, to-wit:

> A house and lot at 511 13th Street NW, Alabaster, AL 35007 otherwise described as: A parcel of land located in the NE¼ of the SE¼, §34, Twp 20S, R3W, Shelby County, Alabama, more particularly described as follows: Begin at the SE corner of Lot 2, Block 2 of Fernwood- Fourth Sector as recorded in Map Book 7, Page 96 in the office of the Judge of Probate in Shelby County, Alabama; thence northerly, along the E line of said Lot 2, 104.86 feet to the NE corner of said Lot 2; thence 103° 58'54" right southeasterly, 150 feet to a point on the NW right-of-way line of 13th Street, NW; thence 90° right, southwesterly along said right-of-way line, 12.44 feet to the beginning of a curve to the left, said curve having a radius of 636.63 feet and a central angle of 8°24'06"; thence along arc of said curve, southerly along said right-of-way line, 93.35 feet to end of said curve; said point being the NE corner of Lot 3, Block 2 of said Fernwood-Fourth Sector; thence 99°40'07" right, measured from tangent of said curve, northwesterly along the N line of said Lot 3, 131.53 feet to the Point of Beginning. Said parcel subject to easements of record.
>
> Source of title: a warranty deed from Cecil Warren, Jr executed 09 July 1993.

Said property is warranted free from all encumbrances and adverse claims, except as stated above. This instrument establishes a first mortgage thereon, superior to all later liens.

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, the first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning, tornado and all hazards 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 promptly to deliver said policies, or any renewal of said policies, along with evidence that the premiums have been paid, to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies or renewals thereof to said Mortgagee, then this mortgage is in default. In addition to other remedies at law or in equity, 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. Mortgagor may not assign his or her interest in the property, mine it, drill on it, cut timber on it, or do anything to lower its value without the prior written consent of the mortgagee.

Upon condition, however, that if the said Mortgagor pays said indebtedness and future advances, if any, 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 encumbrance thereon, so as to endanger the debt hereby secured, or if default occurs in the delivery of the insurance policies, or if an attempted assignment of interest in the property is made, or its value lowered, or if any other provision of this mortgage be breached, 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 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 encumbrances, 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. Undersigned further agree that said Mortgagee, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefore; 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 have hereunto set their signatures and seals, this 19 July 1993.

James K Miller Jr. (seal)
James Kirkpatrick Miller, Jr

Cynthia Kay Miller (seal)
Cynthia Kay Miller

State of Alabama)
County of Shelby)

I, a notary public in and for the State of Alabama at Large, hereby certify that James Kirkpatrick Miller, Jr and wife Cynthia Kay Miller, whose names are signed to the foregoing conveyance, and who is made 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.

Lira K. Garner
Notary public

MY COMMISSION EXPIRES OCTOBER 14, 1997

Inst # 1996-30297

09/13/1996-30297
01:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 48.60