

This instrument was prepared by

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Form 1-1-22 Rev. 1-44

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Nathan D. Martin and wife, Cindy L. Martin

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

✓ Hubert Neal Myers and Johnnie Kathleen Myers

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

of Sixteen Thousand Nine Hundred and no/100 ----- Dollars (\$ 16,900.00 ), evidenced by a Real Estate Note/Mortgage of even date

04/09/1997-10994  
11:07 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE SMA 36.35

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,

Nathan D. Martin and Cindy L. Martin

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:

Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 4, Township 22 South, Range 1 West; thence run North along the West line of said 1/4-1/4 for 800.88 feet to the center of a county road; thence 19 degrees 41 minutes right run Northeasterly along said road for 199.10 feet; thence 19 degrees 15 minutes right continue along said for for 377.80 feet; thence 51 degrees 36 minutes right run along said road for 287.34 feet; thence 87 degrees 10 minutes right run 71.30 feet; thence 1 degree 25 minutes right run 147.58 feet to the Point of Beginning; thence continue last described course for 168.03 feet; thence 88 degrees 56 minutes right run 258.75 feet; thence 90 degrees 00 minutes right run 168.00 feet; thence 90 degrees 00 minutes right run 261.86 feet to the Point of beginning.

Also a 20 foot easement the center of which is described as follows: Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 4, Township 22 South, Range 1 West; thence run North along the West line of said 1/4-1/4 for 800.55 feet to the center of a county road; thence 19 degrees 41 minutes right run along said road for 199.10 feet; thence 19 degrees 15 minutes right continue along said road for 377.80 feet; thence 51 degrees 36 minutes right run along said road for 126.31 feet to the Point of Beginning; thence 68 degrees 23 minutes right run 166.06 feet; thence 25 minutes 30 seconds right run 68.33 to the point.

Together with the 70 ft. by 16 ft. Redman Kirkwood Mobile Home, Serial Number 11517087, located on said property. Said mobile home to remain on said property and not be removed therefrom until the purchase money above referred to has been paid in full. According to the survey of Thomas E. Simmons, LS 12945, dated September 18, 1990.

863 Camp Branch Road  
Ababaster AL 35007

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Inst # 1997-10994

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 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 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

Nathan D. Martin and Cindy L. Martin

have hereunto set their signature and seal, this

9 day of April, 1997

*Nathan D. Martin* (SEAL)  
Nathan D. Martin

(SEAL)

*Cindy L. Martin* (SEAL)  
Cindy L. Martin

(SEAL)

THE STATE of Alabama }  
Shelby COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Nathan D. Martin and Cindy L. Martin

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 9 day of April, 1997

*Matthew J. Wilder* 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 the day of, 19

Notary Public

Return to:

TO

MORTGAGE DEED

Inst. # 1997-10994

04/09/1997-10994  
11:07 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

002 SNA

36.35

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama