

This instrument was prepared by

**Harrison, Conwill, Harrison & Justice**

P. O. Box 557  
Columbiana, Alabama 35051

**MORTGAGE--**

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Nancy S. Butler, unmarried

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

Tommy Morris

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

of Thirty-Two Thousand Five Hundred and no/100----- Dollars  
(\$ 32,500.00 plus interest evidenced by Promissory Note of this date executed simultaneously herewith.

Inst # 1997-14373

05/08/1997-14373

09:24 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
DOE HCD 60.75

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,

Nancy S. Butler, unmarried

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:

One lot on the West side of Main Street, in the Town of Columbiana, Alabama, described as follows: Commence at an iron stob on the North line of the Old Court House Square where the said line intersects the West margin of the side walk on the West side of Main Street, said point also being the SE corner of a building now situated on the corner lot fronting on said Old Court House Square and Main Street, and formerly occupied by Horn Chevrolet Company, on the West side of Main Street; run thence North along the West margin of the side walk on the West side of said Main Street, a distance of 43 feet to a point, being the center of the South wall of the building now located upon the lot herein conveyed and hereinafter described, said last named point being the point of beginning of the lot conveyed herein, and from said last named point continue North and along the West margin of said side walk a distance of 53 feet and 3 inches to and including the North wall of the building located on said lot; run thence to the left at an angle of 90 degrees and along said wall, West a distance of 90 feet to and including the West wall of said building; run thence to the left at an angle of 90 degrees and including the West wall of said building, a distance of 53 feet and 3 inches to and including one-half of the South wall of said building now located on said lot; run thence to the left at an angle of 90 degrees to the left a distance of 90 feet, more or less, to the point of beginning of the lot herein conveyed, said lot being a part of Lot No. 10, according to the Original Map of the Town of Columbiana, as drawn and shown in Deed Book K, on Page 514, in the Office of the Judge of Probate of Shelby County, Alabama; also, further known as Lots Nos. 14 and 15, according to W.J. Horsley's Map of the Town of Columbiana, Alabama, and being a part of the SE 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama. LESS AND EXCEPT conveyance to Town of Columbiana by quit claim deed recorded July 11, 1963 in the Probate Office of Shelby County, Alabama in Deed Book 227, Page 282.

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 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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

Nancy S. Butler, unmarried

have hereunto set her signature and seal, this 7th day of

May

19 97

*Nancy S. Butler*

(SEAL)

Nancy S. Butler

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA  
SHELBY

COUNTY

I, the undersigned authority  
hereby certify that Nancy S. Butler, unmarried

, a Notary Public in and for said County, in said State.

whose name 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 she executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this 7th day of May, 1997

Notary Public

THE STATE of

COUNTY

, a Notary Public in and for said County, in said State.

I,  
hereby certify that

whose name as  
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, 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

Recording Fee \$  
Deed Tax \$

This form furnished by

HARRISON, CONWILL, HARRISON  
& JUSTICE

P. O. Box 557

Columbiana, Alabama 35051