

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that

Carl A. Bates and Pamela C. Bates, husband and wife

(hereinafter called "mortgagor"), in consideration of Thirty-Five Thousand Dollars

hereby acknowledged to have been paid to Carl A. Bates and Pamela C. Bates, husband and wife

by The Birmingham News Company

(hereinafter called "mortgagee"), do hereby grant, bargain, sell and convey unto the mortgagee all that

real property in the City of Hoover County of Shelby

State of Alabama, described as follows:

Lot 49 according to the survey of The Highlands, First Sector, as recorded in Map Book 17, Page 100 in the Probate Office of Shelby County, Alabama.

Inst # 1997-11688

04/16/1997-11688
10:17 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
69.50

Inst # 1997-15836

05/21/1997-15836
12:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 103 17.00

Together with all and singular the rights, members, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; to have and to hold the same forever.

Inst # 1997-15836

Providing always, and these presents are upon the express condition, that if the mortgagor shall well and truly pay to the mortgagee the said sum of \$ 35,000 ~~with interest thereon according to the tenor and effect of~~ certain waiver of exemption promissory note bearing even date herewith executed by said mortgagor

said note being payable to the mortgagee at The Birmingham News Company, 2200 Fourth Avenue N., Birmingham, AL 35202, Attn: Publisher and Controller; and if the mortgagor shall perform all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force and effect.

Upon default in the payment of any installment of principal or interest on said note or upon default in the performance of any of the covenants and agreements herein contained, the mortgagee may declare the entire principal sum of said indebtedness immediately due and payable, and the mortgagor hereby vests the mortgagee with full power and authority, upon the happening of any such default, to sell said property at public outcry at the front door of the Court House of said County, for cash to the highest bidder, after first giving thirty days' notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three consecutive weeks, in a newspaper published in said County; to make proper conveyance to the purchaser in the name of the mortgagor; and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said principal indebtedness, whether due or not, ~~together with the unpaid interest thereon to the date of sale,~~ and any amount that may be due the mortgagee by virtue of any of the special liens herein declared; and third, the balance, if any, to pay over to the said

And except as herein provided, the mortgagor hereby covenants with the mortgagee and with the heirs, successors and assigns of the mortgagee that the mortgagor is seized of an indefeasible estate in fee simple in and to the above described property, is in the peaceable possession thereof, and has a good and lawful right to mortgage and convey the same; that said property is free from all encumbrances except as herein provided, and that the mortgagor hereby warrants and will forever defend the title to said property unto the mortgagee, and unto the heirs, successors and assigns of the mortgagee, against the lawful claims of all persons whomsoever.

The conveyance of the above described property and all warranties of the mortgagor hereunder (whether express or statutory) are made subject to the lien of taxes hereafter falling due.

And the mortgagor further expressly agrees and covenants:

To pay said note and the installments of principal ~~and interest thereon,~~ when they respectively fall due;

To pay promptly all taxes, assessments, liens, or other charges which may be, or become, effective against said property regardless of whether or not the same may be excepted from the warranties hereinabove, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith;

To keep any buildings or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire and lightning and against hazards covered by the form of insurance contract generally known as "extended coverage", and also the form of coverage known as "all physical loss" if required by the mortgagee, by policies issued by good and solvent insurance companies approved by the mortgagee, which policies shall be deposited with the mortgagee and shall provide that loss, if any, shall be payable to the mortgagee as the mortgagee's interest may appear, such policies to be in such amounts, not exceeding the insurable value of the said buildings or other improvements, as may be required by the mortgagee;

That if the mortgagee shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums or to foreclose this mortgage under the power of sale herein or by bill in equity, the mortgagor will pay all reasonable costs, expenses, and attorney's fees thus incurred; and said costs, expenses, and attorney's fees, and any other sum or sums due the mortgagee by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation;

That if the mortgagor fails to perform any of the duties herein specified, the mortgagee may perform the same, and for any sums expended by the mortgagee in this behalf the mortgagee shall have an additional lien, secured by these presents, on said property;

That in the event of litigation arising over the title to, or possession of, said property the mortgagee may prosecute or defend said litigation, and for any sum or sums expended by the mortgagee in this behalf the mortgagee shall have an additional lien, secured by these presents, on said property;

That at any sale under the powers herein the mortgagee may bid for and purchase said property like a stranger hereto, and in event the mortgagee should become the purchaser at said sale, either the auctioneer conducting the sale or the mortgagee may execute a deed to the mortgagee in the name of the mortgagor;

That the word "mortgagee" wherever herein used, shall include all mortgagees herein named, and their respective heirs, executors, administrators, successors and assigns, and the word "mortgagor" wherever herein used, shall include all mortgagors herein named, and their respective heirs, executors, administrators and successors. The masculine pronoun, wherever herein used, shall mean and include the appropriate feminine or neuter pronoun. Wherever herein used the singular number shall include the plural, and the plural number shall include the singular.

This mortgage is subject and subordinate to a \$177,210 mortgage dated July 24, 1995 between mortgagor, as Borrower and Norwest Mortgage, Inc., as Lender.

The obligations and liability hereunder of Carl A. Bates and Pamela C. Bates shall be joint and several.



Carl A. Bates



Pamela C. Bates

THE STATE OF ALABAMA } I, MATTHEW WETHINGTON, a Notary Public
JEFFERSON COUNTY } in and for said State of ALABAMA, hereby certify that

CARL A. & PAMELA C. BATES

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 this 28 day of FEBRUARY 19 97

Notary Public
State of Alabama
County of JEFFERSON



THE STATE OF ALABAMA

JEFFERSON COUNTY } I, MATHEW WETHINGTON

, a Notary Public

in and for said State ALABAMA, hereby certify that on the 28TH day of FEBRUARY, 1997,
came before me the within named PAMELA C. BATES
known to me to be the wife of the within named CARL A. BATES
who, being examined separate and apart from the husband touching her signature to the within mort-
gage, acknowledged that she signed the same of her own free will and accord, and without fear, con-
straints, or threats on the part of the husband.

Given under my hand

this 28 day of FEBRUARY 1997

Notary Public
State of Alabama
County of JEFFERSON

Mathew Wethington

MORTGAGE

Carl A. Bates and Pamela C. Bates,
husband and wife

TO

The Birmingham News Company

140670

For Sale by Walter E. Eves, M.D.

05/21/1997-15836
12:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
FOR MD

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