

This instrument prepared by :
John Hollis Jackson, Jr.
Attorney at Law
P. O. Box 1818
Clanton, Alabama 35046

Inst # 1997-20510

MORTGAGE

STATE OF ALABAMA

CHILTON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned mortgagor, Voncille Smith, individually, and as the surviving spouse of Hardee Smith, deceased, is justly indebted to First Franklin Financial, #8 Village Square, Clanton, Alabama 35045 (mortgagee) in the sum of Three Thousand Four Hundred Ninety-Eight and 92/100 Dollars (\$3,498.92) as evidenced by our promissory waive note bearing even date with this instrument, and due and payable in accord with the terms and provisions of said promissory waive note. And being desirous of securing the punctual payment of said note at maturity, we have this day granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said mortgagee, its successors and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

Commence at a point where the south line of the SE $\frac{1}{4}$ -NE $\frac{1}{4}$ of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, intersects the East right-of-way line of the Egg and Buttermilk Road, thence East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$, 210.0 ft. to a point, thence Northerly parallel with the East line of the said $\frac{1}{4}$ - $\frac{1}{4}$, 210.90 ft. to the point of beginning of the property being described, thence continue along last described course 147.58 ft. to a point, thence 90 deg.-0' right 147.58 ft. to a point, thence 90 deg. -0' right 147.58 to the point of beginning, containing .5 acre ($\frac{1}{2}$ acre).

And a 1978 Bucanner Mobile Home 12 X 60.

warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the same, to the said mortgagee, its successors and assigns forever.

Now, the conditions of the above conveyances are such that if I pay or cause to be paid the hereinbefore described note when the same falls due, then this conveyance is to cease and

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SHELBY COUNTY JUDGE OF PROBATE
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to be void; but should I make default in the payment of said note in whole or in part at maturity, then the said mortgagee, its agent or attorney or its assigns, their agent or attorney, may take possession of said property and with or without possession, sell the same either on the premises or at the courthouse door of said county, at public outcry, to the highest bidder for cash, after having given twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, and apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and conveyances, including a reasonable attorney's fee. Second, to the payment of what may be due on the hereinbefore described note, and the surplus, if any, to be turned over to us or our legal representatives.

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein contained, the said mortgagee, its successors or assigns, may be bidders for and purchasers of said property or any part thereof and in the event of any purchase by the said mortgagee or its agents or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to him or them a property conveyance for the lands so purchased. And I will for my heirs and administrators, covenant with the said mortgagee, its successors and assigns, that we will warrant the titles so made, and forever defend them in the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever, and I agree to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same becomes delinquent.

Given under my hand and seal on this the 30th day of Dec, 1996.

Voncille Smith

Voncille Smith

STATE OF ALABAMA

COUNTY OF Chilton

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Voncille Smith, 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 the 30th day of Dec, 1996.

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Rosa L. Uyata
Notary Public

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