



**JEFFERSON TITLE CORPORATION**  
P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-2020

Inst # 1997-21049

07/07/1997-21049  
10:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NEL 98.50

This instrument was prepared by

(Name) Holliman, Shockley & Kelly

(Address) 2491 Pelham Pkwy., Pelham, Al. 35124

**MORTGAGE—**

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Linda Ford a single woman *lf*

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

Robbie A. Cates and wife Edith H. Cates

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

of Fifty Thousand & No/100----- Dollars

(\$50,000.00), evidenced by One promissory note of even date herewith payable according to the terms and conditions as set forth therein.

And Whereas, Mortgagee 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,

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:

SEE EXHIBIT "A"

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

Form ALA-15-

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 Mortgagee pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee 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, in 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 Mortgagee 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 Linda Ford a single woman

have hereunto set my signature and seal, this 10th day of June, 19 97

Linda Ford (SEAL)  
Linda Ford (SEAL)

THE STATE of Alabama }  
Shelby COUNTY }

I, the undersigned authority hereby certify that Linda Ford a single woman

, 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 10th day of June, 19 97

Notary Public.

THE STATE of \_\_\_\_\_ }  
\_\_\_\_\_ COUNTY }

I, hereby certify that

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

whose name as 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 each 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

TO

MORTGAGE DEED

Recording Fee \$  
Deed Tax \$

This form furnished by



JEFFERSON TITLE CORPORATION

P.O. Box 2021 • Birmingham, AL 35201 • (205) 328-0222

EXHIBIT "A"

Lots 24 and 25 of Deer Springs Estates-Third Addition as recorded in Map Book 6 page 5 in the Office of the Judge of Probate of Shelby County, Alabama, less and except the portion of Lot 25 contained in the following description:

A tract of land consisting of the South 1/2 of Lot 26 and the North 1/2 of Lot 25 of Deer Springs Estates, more particularly described as follows:

Commence at the most Southerly corner of Lot 25, said corner being a common corner with the most Easterly corner of Lot 24; thence in a Northeasterly direction along the Southeast line of Lot 25, a distance of 108.095 feet to the point of beginning; thence continue Northeast along the Southeast line of Lot 25 and Lot 26, a distance of 158.095 feet to the most Easterly corner of Lot 26; thence an angle left of 95 deg. 04 min. in a Northwesterly direction along the Northeast line of Lot 26, a distance of 88.20 feet; thence an angle left of 49 deg. 35 min. 11 sec. left in a Westerly direction a distance of 249.23 feet to a point on the Easterly right of way line of Houston Drive; thence an angle left of 87 deg. 19 min. 11 sec. to tangent of a curve to the right in right of way; said curve having a radius of 178.26 feet and subtending a central angle of 27 deg. 32 min.; thence in a Southerly direction along the arc of said curve, a distance of 85.66 feet; thence an angle left from tangent of said curve and run in a Southeasterly direction a distance of 210 feet to the point of beginning; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.



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