

This instrument was prepared by

Harrison, Conwill, Harrison & Justice

P. O. Box 557
Columbiana, Alabama 35051

Inst # 1997-26808

MORTGAGE—

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

ANN HINKLE

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

(hereinafter called "Mortgagee", whether one or more), in the sum of Sixty-Eight Thousand and no/100----- Dollars (\$ 68,000.00), evidenced by one promissory note of even date executed simultaneously herewith and according to the terms and conditions of said note

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, ANN HINKLE

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:

The W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 17, Township 19, Range 2 East.

ALSO, the right of use as means of ingress and egress to and from the above described property, the present pasture road located on the adjacent property. Said pasture road leading from Shelby County Highway #83, and crossing the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 19, Range 2 East.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A tract of land situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 19, Range 2 East, Shelby County, Alabama, more particularly described as follows; Begin at the southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run 0 deg. 26 min. West a distance of 1320.15 feet to the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run North 89 deg. 34 min. East along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 565.3 feet to the point of beginning; thence continue East along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 435 feet to a point; thence run South 0 deg. 26 min. East along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 200 feet; thence run West parallel to the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 435 feet to a point; thence run North parallel to the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 200 feet to the point of beginning.

Inst # 1997-26808

08/22/1997-26808
09:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

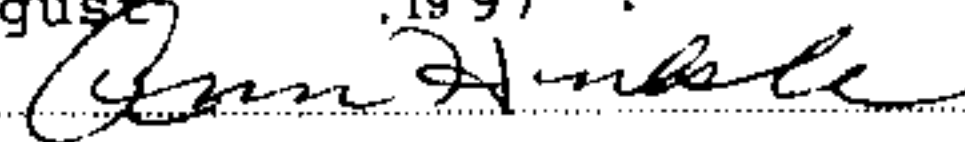
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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 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, 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 ANN HINKLE

have hereunto set her signature and seal, this 21 day of August, 1997


Ann Hinkle

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that ANN HINKLE

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 21 day of August, 1997.

 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, 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.

and should the undersigned fail to pay said taxes or assessments, or fail to keep said proeprty insured as above specified, or fail to deliver said policies to said Mortgagee, then the said Mortgagee, or assigns, may at the Mortgagee's option declare the whole of said indebtedness secured by this mortgage to be due and payable and may proceed with foreclosure as provided above, even if Mortgagee has elected to pay such amounts.

TO

MORTGAGE DEED

Inst # 1997-26808

08/22/1997-26808
09:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 113.00

Recording Fee \$
Deed Tax \$

This form furnished by
HARRISON, CONWILL, HARRISON
& JUSTICE

P. O. Box 557
Columbiana, Alabama 35051

Return to: