

STATE OF ALABAMA }
JEFFERSON COUNTY } MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That, whereas. TIM MCABEE, A DIVORCED MAN (hereinafter called "Mortgagors", whether one or more), are justly indebted to HAROLD MILLER AND WIFE JULIE FAYE MILLER (hereinafter called "Mortgagee", whether one or more), in the sum of TWENTY TWO THOUSAND THREE HUNDRED FIFTY AND NO/100'S (\$22350.00) Dollars, evidenced by the execution of one promissory note of even date, payable as follows:

The debt will be paid in 180 equal, consecutive monthly installments, each in the amount of \$240.17, commencing on the 5TH day of February 1994, and continuing on the same day of each month thereafter until said indebtedness, both principal and interest, is fully paid.

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 Mortgagor TIM MCABEE, A DIVORCED MAN and all others executing this mortgage, do hereby grant,

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bargain, sell, and convey unto the Mortgagee the following described PROPERTY, situated in SHELBY County, Alabama, to-wit:

From the Southeast corner of the Northeast one-fourth of the Southwest one-fourth of Section 3, Township 19 South, Range 2 East, Shelby County, Alabama, proceed North a distance of 1528.63 feet; thence turn an angle of 89 deg. 12 min. 20 sec. left and proceed West a distance of 1258.31 feet to the Point of Beginning of herein described parcel of land; thence continue West along said course a distance of 420.67 feet; thence turn an angle of 89 deg. 43 min. 50 sec. left and proceed South a distance of 776.47 feet to a point of the North boundary of a 60 ft. road; thence turn an angle of 91 deg. 36 min. 14 sec. left and proceed East along the North boundary of said road a distance of 420.78 feet; thence turn an angle of 88 deg. 23 min. 46 sec. left and proceed North a distance of 766.67 feet to the Point of Beginning of herein described parcel of land. Containing 7.45 acres.

The above described property is located in the South one-half of the NW 1/4 and the North one-half of SW 1/4 of Section 3, Township 19 South, Range 2 East, Shelby County, Alabama.

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, in 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 fails 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 costs 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 be 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 encumbrance 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 shall be subject to foreclosure as now provided by law in cases 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 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,

TIM MCABEE, a divorced man whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me acknowledge before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the say the same bears date.

Given under my hand and official seal this the 16th day of February, 1994.

Mary Sue Reppard
Notary Public

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