

This instrument was prepared by

(Name) Stephen L. HARRIS

(Address) 6615 HWY 49 Columbia, AL 35051

Form TICOR 6000 1-84

MORTGAGE—TICOR TITLE INSURANCE

STATE OF ALABAMA

COUNTY Shelby } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

, Michael W. Bramblett and wife Amy M. Bramblett

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

Stephen L. HARRIS

of THREE THOUSAND \$ 00/100 _____ Dollars
(\$ 3,000.00), evidenced by

ONE Promissory Note of EVEN DATE

here with.

Inst # 1998-03515

02/03/1998-03515
11:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SHA 15.50

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,

Michael Wayne Bramblett and wife Amy M. Bramblett

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagor the following described real estate, situated in

SHELBY

County, State of Alabama, to-wit:

A Parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 22, Township 20 South, Range 3 West, more particularly described as follows: Commence at the Northwest corner of the said Section Township and Range, thence in a Southerly direction, along the West line of said Section, a distance of 440.52 feet, thence 80 degrees 55 minutes left, in a Southeasterly direction, a distance of 155.0 feet to the point of Beginning, said point being on the South Right-of-way line of Old Tuscaloosa Road, thence 17 degrees 13 minutes left, in a Northeasterly direction, along said Right-of-way line of said road, a distance of 75.76 feet, thence 98 degrees 08 minutes right, in a Southerly direction, a distance of 100.0 feet, thence 81 degrees 52 minutes right, in a Southwesterly direction, a distance of 75.76 feet, thence 98 degrees 08 minutes right, in a Northerly direction, a distance of 100.0 feet to the Point of Beginning.

- This Mortgage is Subject to a 1st Mortgage and is being made as a 2nd mortgage and is only primaed by the 1st mortgage that has a balance of \$60,000.00. The house has an appraised value of more than \$80,000.00. The Mortgagors have represented to the Mortgagor that there are no other liens or Judgements against them or this property. This is the homestead of the Mortgagors and this mortgage is given and the representations above given to secure loan from mortgagor taking 1st mortgage consent.

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 Mortgagors, Mortgagor'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 Mortgagor may at Mortgagor'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 Mortgagor, with loss, if any, payable to said Mortgagor; as Mortgagor's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagor; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagor, then the said Mortgagor, or assigns, may at Mortgagor's option insure said property for said sum, for Mortgagor's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagor 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 Mortgagor, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagor or assigns for any amounts Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor, 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 Mortgagor, 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 Mortgagor 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

Michael W. Bramblett and Wife Amy M. Bramblett

have hereunto set their signature and seal, this 30th day of JANUARY, 1998

Michael W. Bramblett

(SEAL)

Witness to Both Signatures:

Rebekah B. Harris

Michael W. Bramblett

(SEAL)

Amy M. Bramblett

(SEAL)

Amy M. Bramblett

(SEAL)

(SEAL)

THE STATE of ALABAMA }
[REDACTED] Jefferson COUNTY }

Notary Public Seal

I, *Terri Horton*

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

hereby certify that *Michael W. Bramblett AND Wife Amy M. Bramblett*

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 and official seal this

30th day of JANUARY

, 1998

Notary Public.

THE STATE of ALABAMA }
[REDACTED] Jefferson COUNTY }

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

I,

hereby certify that

Amy M. Bramblett

whose name as *Amy M. Bramblett* of 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 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 30th day of JANUARY

, 1998

Notary Public

Notary Public Seal

TO

MORTGAGE DEED

Inst # 1998-03515

02/03/1998-03515
11:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SKA 15.50

TICOR TITLE INSURANCE
113 21ST Street, North • Birmingham, Alabama 35203
800-333-8552
The Form Furnished by