

This instrument prepared by John Hollis Jackson, Jr.,
Attorney at Law, P. O. Box 1818, Clanton, Alabama 35045

MORTGAGE

STATE OF ALABAMA

JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned grantors, Ray K. Cole and wife, Melinda L. Cole are justly indebted to Lucy Cleckler in the sum of Ninety Eight Thousand and No/100 (\$98,000.00) DOLLARS 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, I have this day granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Ray K. Cole and wife, Melinda L. Cole their heirs and assigns, the following described property, situated in ~~Jefferson~~ ^{Shelby} County, and State of Alabama, to-wit:

Lot 1, Block 4, Indian Valley, 6th Sector, as recorded in
Map Book 5, Page 118, in the Office of the Judge of
Probate in ~~Jefferson~~ ^{Shelby} County, Alabama.

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, her heirs and assigns forever.

Now, the conditions of the above conveyances are such that if we pay or cause to be paid the hereinbefore described note when the same falls due, then this conveyance is to cease and to be void; but should we make default in the payment of said note in whole or in part at maturity, then the said mortgagee, her agent or attorney or his 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

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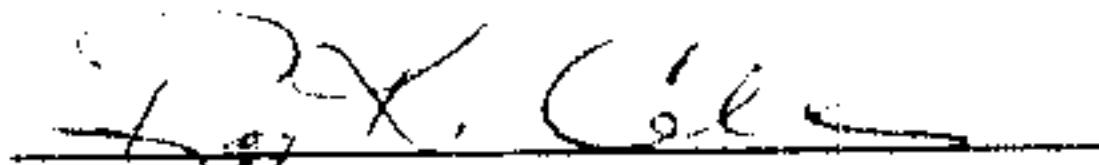
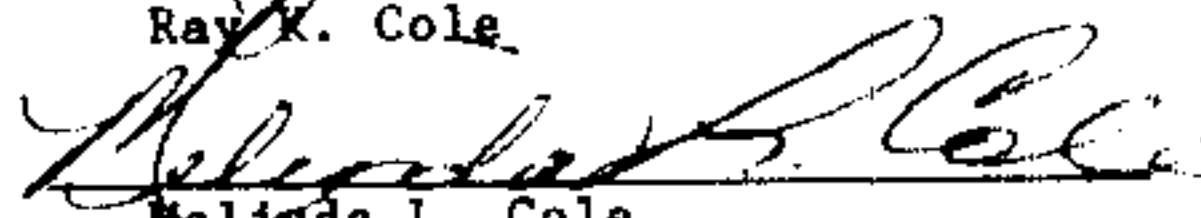
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weeks, the time, place and terms of sale, in some newspaper published in said County and State, and apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and conveyances, including a reasonable 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, their agent 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 their 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 we will for our heirs and administrators, covenant with the said mortgagee, her heirs 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 we agree to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same becomes delinquent.

Given under our hands and seals on this the 30th day of December, 1994.


Ray K. Cole

Melinda L. Cole

STATE OF ALABAMA

CHILTON COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Ray K. Cole and wife, Melinda L. Cole, whose names are signed to the foregoing instrument 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 seal, this the 30th day of December, 1994.

Amanda L. Harris
Notary Public

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