

April 26, 1994

TO WHOM IT MAY CONCERN:

I, Ada Lee Ledbetter, certify that a mortgage given to me by Allene Brogden, has been paid in full. The mortgage was \$20,000.00 plus int. The mortgage was on Lot 15, Block 274 in the Town of Calera.

Ada Lee Ledbetter
Ada Lee Ledbetter

Sworn to and subscribed by me this 26 day of April 19 94.

Dianne M. Childress
Dianne M. Childress
Notary Public

My commission expires 7 23 95.

Inst # 1998-12826

04/10/1998-12826
08:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

Allene Brogden 668-0046

Inst # 1998-12826

This instrument was prepared by

(Name) J. Michael Joiner

(Address) P.O. Box 1012 Alabaster, AL 35007

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

1131
KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Allene Brogden, a married woman

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

Ada Lee Ledbetter, a widow

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

of Eighteen thousand and no/100
(\$ 18,000.00), evidenced by

Dollars

Promissory Note signed simultaneously herewith

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,

Allene Brogden, a married woman

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:

Lot 15, Block 274 according to the Survey of J.H. Dunstan's Map of the Town of Calera which map is on file in the Probate Office of Shelby County, Alabama.

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

exhibit A

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705 1719 001 000

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 less, 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 or 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 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 Mortgagor

has hereunto set her signature and seal, this 10th day of August, 1988.

Allene Brogden (SEAL)
Allene Brogden (SEAL)

(SEAL)

(SEAL)

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THE STATE of

Shelby COUNTY

I, J. Michael Joiner

hereby certify that Allene Brogden, a married 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of August, 1988.
My commission expires: 11-17-90. *J. Michael Joiner* Notary Public.

THE STATE of

COUNTY

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

I, hereby certify that

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 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

1. Deed Tax \$
2. Mig. Tax 27.00
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 33.00

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 AUG 15 AM 10:28

Thomas A. Shandley
JUDGE OF PROBATE

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203

Inst # 1998-12826

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SHELBY COUNTY JUDGE OF PROBATE
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