

This instrument prepared by :
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Inst # 1998-28411

07/27/1998-28411
11:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
73.50

MORTGAGE

STATE OF ALABAMA

CHILTON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned mortgagor, Brenda Miller, is justly indebted to Clay Albright (mortgagee) in the sum of Forty Thousand and no/100 (\$40,000.00) Dollars as evidenced by my 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 mortgagee, his heirs and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

Commencing at the Southwest corner of Section 26, Township 24 North, Range 15 East, Shelby County, Alabama; thence East along South boundary of said Section for 923.14 feet to a point; thence turn 85 degrees 15 minutes left and run a distance of 421 feet to a point; thence turn 30 degrees left and run a distance of 110 feet to the point of beginning; thence continue along last said course a distance of 100.00 feet; thence turn an angle of 90 degrees to the left and run a distance of 265.13 feet to a point on the 397 contour line of Lay Lake; thence turn an angle to the left and run in a Southeasterly direction along the 397 contour line for 105 feet, more or less, to a point that is 240 feet Southwest of and perpendicular to the point of beginning; thence turn an angle to the left and run parallel to the Northwesterly line of caption lands, a distance of 240.00 feet, more or less, to the point of beginning.

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, his heirs and assigns forever.

Now, the conditions of the above conveyances are such that if I 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 I make default in the payment of said note in whole or in part at maturity, then the said mortgagee, his agent or attorney or his assigns, his 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 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 me or my 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, his 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 his agent or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to them a property conveyance for the lands so purchased. And I will for my heirs and administrators, covenant with the said mortgagee, his heirs and assigns, that I 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 I agree to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same becomes delinquent. As a part of the consideration for this instrument the mortgagor herein agrees that all improvements situated on the herein described lands shall be insured at the mortgagor's expense in an amount equal to the assessed value of said improvements with a company licensed to do business in the State of Alabama.

Given under my hand and seal on this the 23rd day of July, 1998.

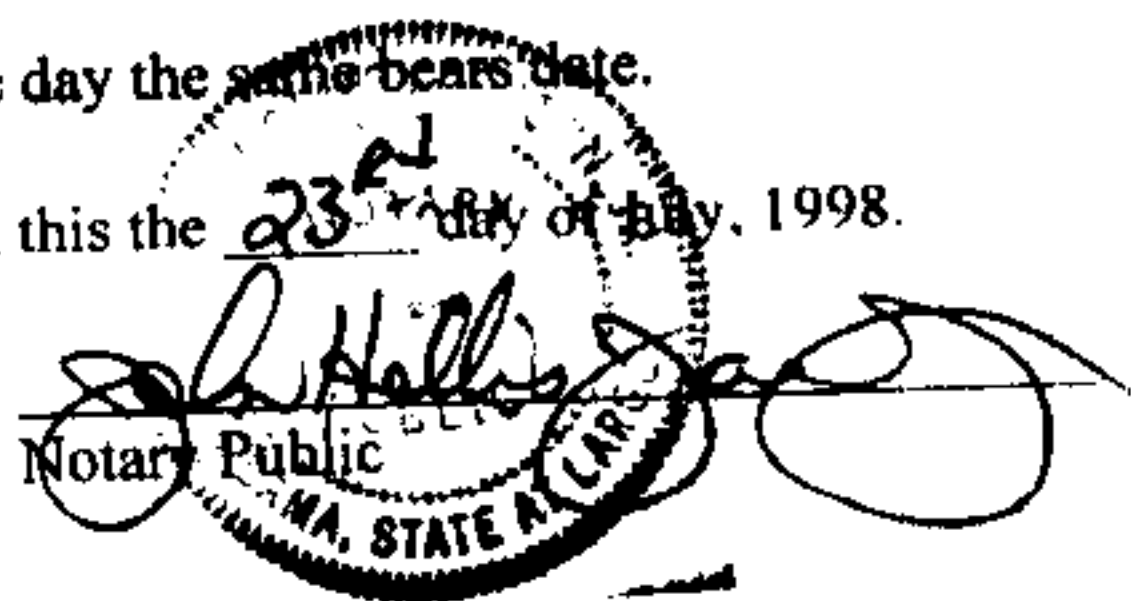
Brenda Miller
Brenda Miller

STATE OF ALABAMA

CHILTON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Brenda Miller, 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 the 23rd day of July, 1998.



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