

This instrument was prepared by

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Form 1-1-22 Rev. 1-44

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Wade A. Nielsen, a single man
Michele Knauss, a single woman
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Phoenix 95 Group, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum
of Sixty Thousand and no/100----- Dollars
(\$ 60,000.00), evidenced by a real estate mortgage note

Inst # 1998-50402

12/17/1998-50402
02:51 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 REL 101.00

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,

Wade A. Nielsen and Michele Knauss

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:

A part of the NE 1/4 of the NW 1/4 of Section 26, Township 21 South, Range 1 West, more particularly described as follows: Commence at the NW corner of said NE 1/4 of NW 1/4 of Section 26, and run South 1 degree 51 minutes East along West line a distance of 704.61 feet; thence turn an angle of 98 degrees 56 minutes to the left and run 210 feet; thence turn an angle of 98 degrees 56 minutes to right and run South 1 degree 51 minutes East, a distance of 260 feet to the point of beginning of the land herein described; thence continue in same direction a distance of 196.3 feet to North margin of West College Street; thence turn an angle of 99 degrees 10 minutes to the left and run along North margin of West College Street a distance of 100.35 feet to the SW corner of Whittemore lot; thence turn an angle of 85 degrees 22 minutes left and run Northerly along West boundary of said Whittemore lot a distance of 200.18 feet; thence turn an angle of 99 degrees 18 minutes left and run Westerly a distance of 86.67 feet to the point of beginning. Situated in Shelby County, Alabama.

This is a wrap around mortgage. There is an existing first mortgage from Phoenix 95 Group, Inc. to First National Bank of Shelby County, dated December 1, 1998, recorded in Instrument #1998-47669, in the Probate Office of Shelby County, Alabama. The mortgagee herein, Phoenix 95 Group, Inc., is responsible for making all payments under the first mortgage to First National Bank of Shelby County. In the event this first mortgage becomes delinquent, mortgagors herein have the right to make the first mortgage payment directly to First National Bank of Shelby County and receive credit for the amount of said payment toward the mortgage payment due under the promissory note of even date herewith, secured by this wrap around mortgage. In the event the first mortgage is called or foreclosure proceedings are initiated by First National Bank of Shelby County, Mortgagors herein have the right to pay, redeem or take any other action in said first mortgage and shall receive full credit on this mortgage for the amount of payments made and any necessary and/or reasonable expenses incurred.

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 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, 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 Mortgagees 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 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

Wade A Nielsen and Michele Knauss

have hereunto set their signature s and seal, this 16th day of December, 19 98

Wade A. Nielsen

(SEAL)

(SEAL)

Michele Knauss

(SEAL)

(SEAL)

THE STATE of Alabama

Shelby

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Wade A. Nielsen and Michele Knauss

whose name sare 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 16th day of December, 19 98
My Commission Expires: 10/16/2000

Notary Public.

THE STATE of

COUNTY

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as 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 day of, 19

Notary Public

TO

MORTGAGE DEED

Inst # 1998-50402

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SHELBY COUNTY JUDGE OF PROBATE
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THIS FORM FROM
Lawyers Title Insurance Corporation
File Guarantees Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama