

This instrument was prepared by

Mitchell A. Spears

ATTORNEY AT LAW

Post Office Box 119
Montevallo, AL 35115-0119

205/665-5102

205/665-5076

Send Tax Notice to:

(Name) _____

(Address) _____

MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

LARRY WAYNE SMITHERMAN and wife, VIRGINIA D. SMITHERMAN

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

SYLVIA SMITHERMAN

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

Dollars

of THIRTY-ONE THOUSAND and 00/100-----
(\$ 31,000.00) evidenced by separate Real Estate Mortgage Note, executed on even date
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, LARRY WAYNE SMITHERMAN and wife,
VIRGINIA D. SMITHERMAN

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

Commence at the SE corner of the SW ¼ of the SW ¼, Section 9, Township 24 North, Range 12 East, Shelby County, Alabama, thence run North 00 deg. 00' East and along the East line of said ¼ for a distance of 801.37' feet to the point of beginning; thence run South 90 deg. 00' West for a distance of 331.21' feet to the Easterly right of way line of a public road; thence run North 18 deg. 09' 06" West along said right of way for a distance of 14.00' feet to a curve to the right having a central angle of 5 deg. 43' 44" a radius of 2103.08' feet; thence run along said curve an arc distance of 210.28' feet to its end; thence run North 12 deg. 25' 22" West for a distance of 41.14' feet; thence run North 90 deg. 00' East and leaving said right of way for a distance of 399.84' feet to the East line of said ¼; thence run South 00 deg. 00' W and along said ¼ line for a distance of 256.25' feet to the point of beginning. Containing 2.16 acres more or less, less and except any easements or rights of way of record.

Inst # 1999-00017

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

01/04/1999-00017
09:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 57.50

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 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 sums 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 the 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 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, for 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 LARRY WAYNE SMITHERMAN and wife, VIRGINIA D. SMITHERMAN

have hereunto set their signature s and seal, this 30th day of December 19 98
Larry Wayne Smitherman (SEAL)
 Larry Wayne Smitherman (SEAL)
Virginia D. Smitherman (SEAL)
 Virginia D. Smitherman (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 Larry Wayne Smitherman and wife, Virginia D. Smitherman 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 DECEMBER 19 98
[Signature] Notary Public
 5/17/99

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 day of 19 Notary Public

Return to:
 TO
 MORTGAGE
 STATE OF ALABAMA
 COUNTY OF
 Mitchell A. Spears
 ATTORNEY AT LAW
 Post Office Box 119
 Montevallo, AL 35115-0119
 (205) 665-5102
 (205) 665-5076
 1999-00017
 01/04/1999-00017
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