

MORTGAGE DEED

State of Alabama
County of Shelby co.

NOW, THEREFORE, in consideration of said indebtedness and to secure the prompt payment of same, with interest thereon, when the same falls due, the undersigned do (does) hereby grant, bargain, sell and convey unto Mortgagee the following described property; situated in _____ Shelby _____ County, State of Alabama, to wit:

SUBJECT TO: (1) Restrictive covenants and conditions filed for record on September 16, 1975, in Misc. Book 12, Page 646 (2) 35-foot building setback line from Ivanhoe Lane (3) 10-foot utility easement across North side of said lot as shown on recorded map of said subdivision (4) transmission line permits to Alabama Power Company recorded in Deed Book 103, Page 171, and Deed Book 220, Page 46, in Probate Office (5) Permit to South Central Bell Telephone Company recorded in Deed Book 294, Page 581, and permit to Alabama Power Company and Southern Bell Telephone and Telegraph Company recorded in Deed Book 295, Page 847, in Probate Office.

Mortgagor and Mortgagee agree that upon default in the payment of any instalment of the principal sum of this mortgage or the interest thereon then the whole principal sum, plus interest thereon and less any refunds or credits due Mortgagor, shall be immediately due and payable, and this mortgage may be foreclosed. Upon the happening of any such default in payment, Mortgagee is authorized by Mortgagor to sell the above property at public outcry, within the legal hours of sale, in front of the Courthouse door of said County, in lots or parcels, or en masse, to the highest bidder for cash, after giving twenty-one days notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three consecutive weeks in some newspaper published in said County, and apply the proceeds of sale First, to the expense of advertising, selling and conveying, including, if the original principal amount secured hereby exceeds \$300, reasonable attorney's fees not exceeding 15% of the unpaid debt; Second, to the payment of the indebtedness in full, whether or not fully matured by the date of sale, with interest thereon and less any refunds or credits due Mortgagor; and Third, the balance, if any, to be turned over to Mortgagor.

If Mortgagor pays said indebtedness, with interest thereon, and performs all the promises and agreements in this mortgage then this conveyance shall be null and void.

December 19 98

And B. McGee (SEAL)

Inst. # 1995-00069 (SEAL)

61-8471999-80069 (SEAL)

11:02 AM CERTIFIED (SEAL)

SHELBY COUNTY JUDGE OF PROBATE

001	004	52.00
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STATE OF ALABAMA
COUNTY OF Shelby

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

Given under my hand and official seal, this 30th day of December 1998

of December 19 98
Christall L. Atkinson
 NOTARY PUBLIC