

This instrument prepared by :
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P. O. Box 1818
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Inst # 1999-03250

01/25/1999-03250
11:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 43.50

MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned mortgagor, Louie Edward Cosby, II, is justly indebted to Sandra Wilson Collins, (mortgagee), in the sum of Twenty Thousand and no/100 (\$20,000.00) 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, her heirs and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

Lot 13, Block 28 and Lot south of Lot 13 Block 28 located East of U. S. Highway 31 and North and West of L & N "Y" track according to the Survey situated in Shelby County, Alabama.

The above described real estate being better and more particularly described as follows:

Shelby County Tax Parcels 58-28-5-21-1-004-013 and 58-28-5-21-1-004-021.001 in the Town of Calera, located East of U. S. Highway 31 and North and West of L & N "Y" track (now CSX Railroad) being further described as follows: A triangular lot being the southerly portion of Block 28, according to the Survey of J. H. Dunstan's Map of the Town of Calera; being situated in Shelby County, Alabama.

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, her 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, her agents or attorneys or her assigns, their 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, her heirs 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 her 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, her 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.

Given under my hand and seal on this the 20th day of January, 1999.


Louie Edward Cosby, II

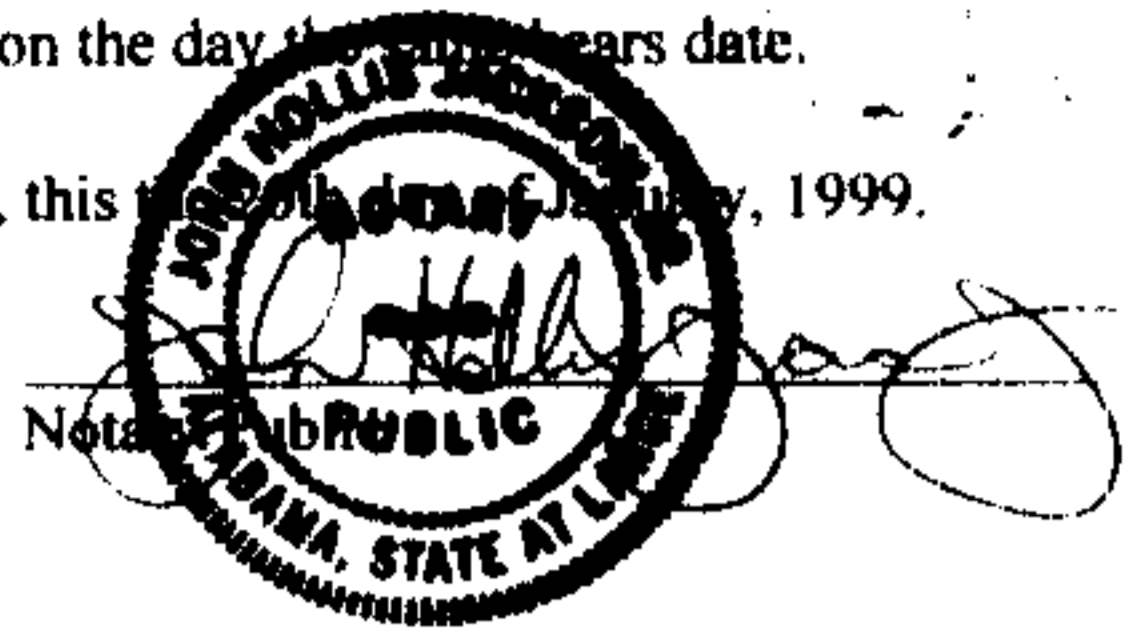
STATE OF ALABAMA

CHILTON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Louie Edward Cosby, II, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of January, 1999.



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