

**THIS INSTRUMENT WAS PREPARED BY:**

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Inst # 1999-05064

**MORTGAGE**

**STATE OF ALABAMA)**

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**SHELBY COUNTY )**

**Aubrey Armstrong, an unmarried man, (hereinafter called "Mortgagor", whether one or more) is justly indebted, to Dale W. Spain and wife, Rita Spain, (hereinafter called "Mortgagee", whether one or more), in the sum of THIRTY EIGHT THOUSAND FIVE HUNDRED AND NO/100— (\$38,500.00)—DOLLARS, evidenced by Real Estate Mortgage Notes of even date herewith, in the total amount of \$38,500.00**

**And Whereas, Mortgagor 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 Mortgagor, Aubrey Armstrong and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Jefferson County, State of Alabama, to-wit:**

**From the SE Corner of NW 1/4 of the NE 1/4 of Section 3, Township 19 South Range 1 West, run Northerly along the East boundary line of said 1/4-1/4 section 772.0 feet to the point of beginning of the land herein described. Thence continue Northerly along last said course for 260.0 feet; thence turn left an angle of 90 degrees 21 minutes and run westerly 968.19 feet, more or less, to a point on the East right of way line of Shelby County Road No. 41, thence turn left an angle of 73 degrees 49 minutes and run Southwesterly along said right-of-way line 270.84 feet, thence turn left an angle of 106 degrees 11 minutes and run Easterly 1041.79 feet to the point of beginning. This land being part of the NW 1/4 of the NE 1/4 of Section 3, Township 19 South, Range 1 West.**

**This is a PURCHASE MONEY MORTGAGE securing a portion of the purchase price of the property described herein which is conveyed to Mortgagor simultaneously herewith.**

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Said property is warranted free from all encumbrances 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, tornado and hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance 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, or should Mortgagor destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, 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 encumbrances, with

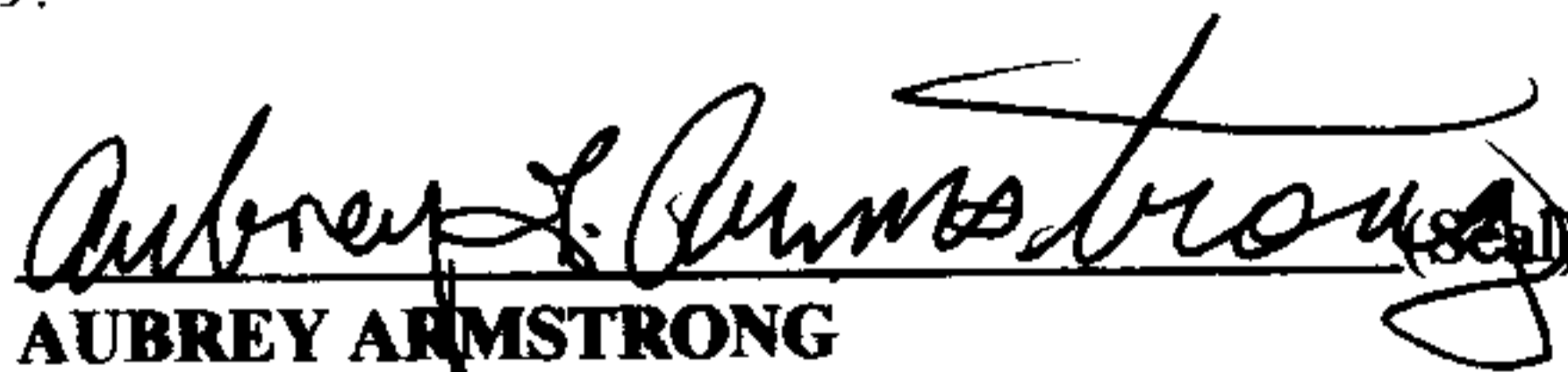
interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further 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.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's Rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, the Mortgagor/Borrower's right to use this right to reinstate shall be limited to two (2) times.

IN WITNESS WHEREOF the undersigned, have hereunto set their signatures and seals, this 1<sup>st</sup> day of February, 1999.


  
AUBREY ARMSTRONG

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Aubrey Armstrong, an unmarried man**, 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 1<sup>st</sup> day of February, 1999.

  
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NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)

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