

This instrument was prepared by:
(Name) Courtney Mason & Associates, P.C.
(Address) 1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

MORTGAGE

STATE OF ALABAMA

Shelby COUNTY } **KNOW ALL MEN BY THESE PRESENTS:** That Whereas

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

Charles E. Strain & George L. Morris III

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

of Twenty-Nine Thousand Two Hundred Seven and No/100ths Dollars
(\$ 29,207.00), evidenced by a note of even date.

Inst # 1999-11937

03/22/1999-11937
02:22 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
JDE HNS 33.95

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,

Anthony W. Carter and Tina C. Carter, husband and wife

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:

Lot 6, according to the Survey of Weatherly, Glen Abbey, Sector 12, as recorded in Map Book 18 page 128 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Mortgagors agree to provide Mortgagee with an insurance policy naming Mortgagee as Loss Payee on or before the 18th day of March of each year. Said insurance policy shall be paid a year in advance. Failure to comply with either or both of the above, shall constitute a default under the terms of this mortgage. Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

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 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 Anthony W. Carter and Tina C. Carter, husband and wife

have hereunto set our signature and seal, this 18th day of March 19 99

Anthony W. Carter
Anthony W. Carter

(SEAL)

Tina C. Carter
Tina C. Carter

(SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama

Shelby

COUNTY }

I, the undersigned, a Notary Public in and for said County, in said state,

hereby certify that Anthony W. Carter and Tina C. Carter, husband and wife

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 18th day of March 19 99

Notary Public, Alabama State at Large
My Commission Expires March 05, 2003

Notary Public

THE STATE of

COUNTY }

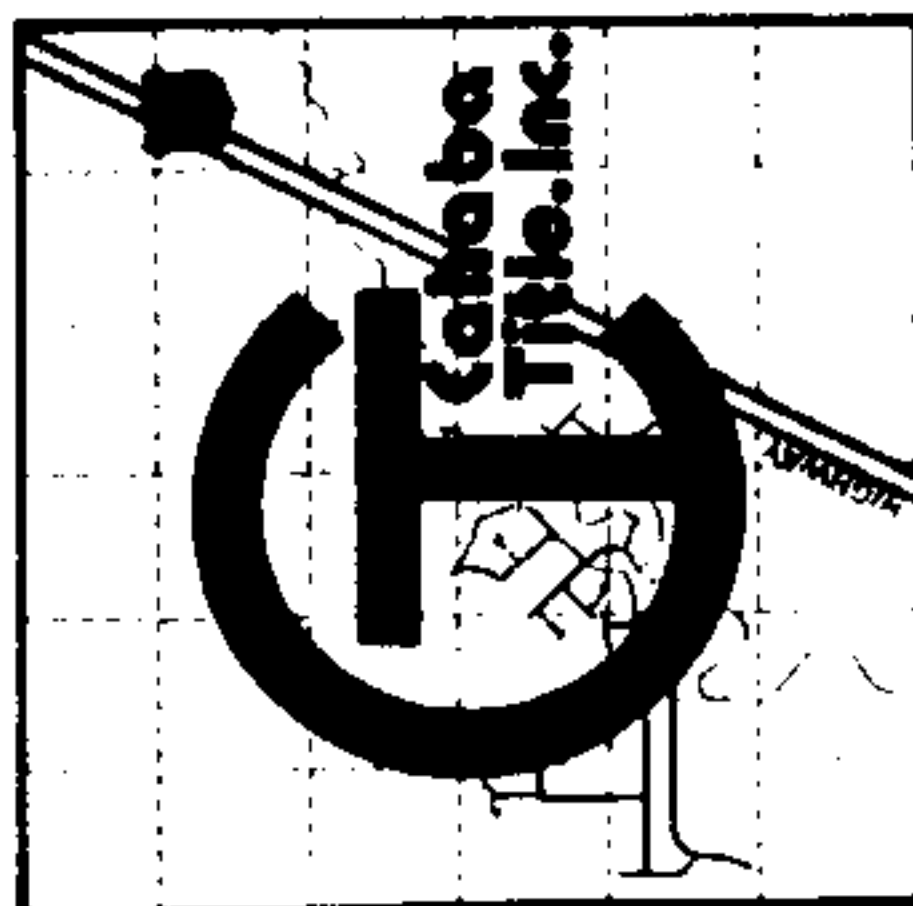
a Notary Public in and for said county, in said State.

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



Recording Fee \$
Deed Tax \$

This form furnished by

Cahoba Title, Inc.
PURCHASE OFFICE

1900 Indian Lake Drive
Birmingham, Alabama 35244
(205) 988-5800

EASTERN OFFICE

1100 East Park Drive, Suite 302
Birmingham, Alabama 35235
(205) 833-1571

MORTGAGE

STATE OF ALABAMA
COUNTY OF

Inst # 1999-1199

TO

Return to:
SHELBY COUNTY JUDGE OF PROBATE
03/22/1999-11997
02:22 PM CERTIFIED
\$5.95