This instrument prepared by:
William C. Brewer, III, Attorney
Livingston, Alabama 35470

STATE OF ALABAMA X
X
COUNTY OF SHELBY X

Inst # 1999-39874

KNOW ALL MEN BY THESE PRESENTS: That this indenture, made and entered into on this day by Sybil H. Harwell, a widow, party of the first part, and the Bank of York, a banking corporation of York, Alabama, party of the second part, **WITNESSETH:**

That Whereas, the said party of the first part is justly indebted to the party of the second part in the sum of TWENTY-TWO THOUSAND AND NO/100 ($22,000.00) DOLLARS which sum is evidenced by the promissory note of the said party of the first part of even date with this instrument in said amount bearing interest at the rate provided in said note and being payable according to the terms of said promissory note. All payments being payable at the office of the Bank of York, Post Office Box 96, York, Alabama 36925, or at such other place as directed by the party of the second part.

NOW, THEREFORE, in order to secure the prompt payment of said note and the indebtedness hereby secured, the said party of the first part has granted, bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto the said party of the second part, its successors and/or assigns, in fee simple the following described property, situate, lying and being in the County of Shelby, State of Alabama, to-wit:

> Lot 54-A, according to a Resurvey of Lots 38-43 and 46-61B, Summer Brook, Sector 5, Phase 6, as recorded in Map Book 24, page 41, in the Probate Office of Shelby County, Alabama.
>
> Subject to restrictions, easements, rights of way, of record in the Probate Offic of Shelby County, Alabama.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and/or assigns, forever in fee simple.

And the said party of the first part covenants with the said party of the second part that she is seized of an indefeasible estate in fee simple in and to said property; that she has the lawful right to sell and convey the same in fee simple; that the same is free from all encumbrances; and that she will forever warrant and defend the title to the same and the possession thereof unto the said party of the second part, its successors and/or assigns, against the lawful demands of all persons whomsoever.

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But this conveyance is made upon the express condition that it shall be void and of no effect if said indebtedness and the interest thereon is paid at its maturity date; otherwise, it shall be and remain in full force and effect; and in the case of default in the payment of said indebtedness when the same falls due, or in the event the interest of the party of the second part should become endangered in anyway, then, in either such event, all unpaid sums will immediately become due and payable, and it shall be lawful for the party of the second part, its successors and/or assigns, to take possession of the property herein conveyed and sell the same at public outcry to the highest bidder for cash in front of the Courthouse door of the Shelby County Courthouse at Columbiana, Alabama, between the usual hours of Sheriff's sales, after first giving notice of the time, place and terms of said sale by advertisement for three (3) consecutive weeks prior to the date of said sale in some newspaper published in Shelby County, Alabama. The proceeds of such sale to be applied first, to the cost and expense of this trust, including a reasonable attorney's fees for the foreclosure thereof; second to the payment of the indebtedness hereby secured, and interest thereon; and the balance, if any, shall be paid to the party of the first part, and the said party of the first part does hereby waive any and all exemptions which she now has under the Constitution and Laws of the State of Alabama. In the event of a sale under the provisions of this mortgage, the party of the second part, its successors and/or assigns, shall have the right to bid on and become a purchaser of said property as said sale as though a stranger to this mortgage, and have title executed to it by the auctioneer conducting said sale. Should the party of the second part, its successors and/or assigns, deem it wise and necessary to do so, the right is hereby granted to foreclose this mortgage in a Court of Equity, and in the event of a foreclosure in a Court of Equity, the party of the first part agrees to pay all costs and expenses thereof, including a reasonable attorney's fee for the foreclosure thereof.

It is mutually understood and agreed by and between the parties hereto that the party of the first part will keep any buildings or other improvements now or hereafter erected upon said property in good repair and insured against fire and lightening and against hazards covered by the form of insurance contract generally known as "extended coverage" by policies issued by some good and solvent insurance company in an amount sufficient to cover the amount of said note, or such sum as may be agreed upon between the parties, and the said insurance shall be payable in case of loss or damage to the party of the second part, its successors and/or assigns, until the debt secured hereby shall be paid in full. The said party of the first part hereby agrees to furnish the party of the second part with written evidence of such boverage. In case of failure by the party of the first part to insure said property as above agreed within a reasonable time, it shall be lawful for the party of the second part to insure said property, and these presents shall operate to secure repayment of the premium or premiums paid for effectuating or continuing said insurance, and the party of the second part may, at its option, declare the entire indebtedness secured hereby due and payable and proceed to foreclose the same under the terms and conditions contained herein.

It is mutually understood and agreed by and between the parties hereto that this mortgage shall be security for any other sums of money now owed or which might be borrowed by the party of the first part from the party of the second part during the lifetime of this mortgage.

It is mutually understood and agreed by and between the parties hereto that the party of the first part will keep the taxes and assessments against said property paid; and that in case of default in the payment of the same, the party of the second part may pay the same, and all sums so paid shall be secured by this mortgage. If default should be made in the payment of said taxes and assessments, the party of the second part may, at its option, declare the entire amount secured hereby due and payable and proceed to foreclose the same as provided herein.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed on this the 9th day of September, 1999.

Sybil H. Harwell (SEAL)
Sybil H. Harwell

STATE OF ALABAMA X
X
COUNTY OF SHELBY X

I, Kathryn A. Palmer, a Notary Public in and for said County in said State, hereby certify that Sybil H. Harwell, whose name is signed to the foregoing mortgage and who is known to me, acknowledged before me that, being informed of the contents of said mortgage, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 14th day of September, 1999.

Kathryn A. Palmer
Notary Public
My Commission Expires: 1-3-2000

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