MORTGAGE

This instrument was prepared b attorney, 655 Main Street, Box 4, Montevallo, AL 35115-0004. Telephone 665-1211, without benefit of title evidence.

State of Alabama
County of Shelby

Know all men by these presents: That whereas Vicki Vines Jones, an unmarried woman, (hereinafter called "Mortgagor") is justly indebted to Shelby County Habitat for Humanity Inc., an Alabama nonprofit corporation, (hereinafter called "Mortgagee," whether one or more), in the sum of forty three thousand one hundred seventy five dollars ($43,175), evidenced by a Real Estate Mortgage Note delivered simultaneously herewith; and

Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof and of any future advances from mortgagee including any contingent indebtedness incurred on even date herewith;

Now therefore, in consideration of the premises, said Mortgagor, Vicki Vines Jones, and all others executing this mortgage, do hereby grant, sell, and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama, to wit:

> A house and lot at 24 New Hope Drive, Montevallo, AL 35115, more particularly described as Lot 4, New Hope Village, according to a survey drawn by Robert J. Black Jr., Ala PLS 17268, of Sain Associates Inc. on 16 September 1998, approved by the Montevallo Planning Commission and City Engineer, and recorded in Map Book 24, Page 89 (folder 598) of the Shelby County Alabama Probate records on 23 September 1998 at Instrument #1998-37156.

Said property is warranted free from all encumbrances and 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.

Upon condition, however, that if the said Mortgagor pays said indebtedness and future advances, if any, and reimburses said Mortgagee or assigns for any amounts Mortgagee 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 [redacted] or assigns in said property become endangered by reason of the enforcement of any prior lien or encumberance thereon, so as to endanger the debt hereby secured, or if default occurs in the delivery of the insurance policies, or if any attempted assignment of interest in the property is made, or its value lowered, or if the property is leased by Mortgagor

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without the written permission of Mortgagee, or if Mortgagor knowingly allows the property to be used for the sale, use or distribution of narcotics in violation of state and/or federal law, or if any other provision of this mortgage be breached, 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 lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County, where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: 1.) to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; 2.) to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying taxes, insurance or other encumberances, with interest thereon; 3.) 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 4.) the balance, if any, to be turned over to the said Mortgagors. Undersigned further agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagor 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 has hereunto set her signature and seal, this 20 December 1999.

Vicki Vines Jones (seal)
Vicki Vines Jones

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State of Alabama
County of Shelby

I, a notary public in and for the State of Alabama at Large, hereby certify that Vicki Vines Jones, whose name is signed to the foregoing conveyance, and who is made known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 December 1999

Steve Sears
Notary Public

[redacted]

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