

This instrument was prepared by:

(Name) Mickey L. Johnson, Attorney at Law
(Address) P. O. Box 430
Polham, AL 35124

MORTGAGE

STATE OF ALABAMA

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

Eddie D. Cummings and wife, Connie F. Cummings
(hereinafter called "Mortgagors", whether one or more) are justly indebted to

Rodger D. Bass (hereinafter called "Mortgagee", whether one or more) in the sum
of **One thousand five hundred and no/100**----- Dollars
(\$1,500.00). evidenced by

That certain Promissory Note executed simultaneously herewith.

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.

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:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Inst # 2000-14297

**05/02/2000-14297
09:49 AM CERTIFIED**

**SHELBY COUNTY JUDGE OF PROBATE
15.75**

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above

In 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 Mortgagee pays said indebtedness, 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 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 (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 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 Mortgagee 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

have hereunto set their signature (s)

and seal this 25th day of April 2000.

Eddie D. Cummings SEAL
Eddie D. Cummings
Connie F. Cummings SEAL
Connie F. Cummings
SEAL

THE STATE of ALABAMA

SHELBY

COUNTY }

Joy Lynn Wickett

a Notary Public in and for said County, in said state.

hereby certify that Eddie D. Cummings and wife, Connie F. Cummings

whose names 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 25th day of April 2000.

Joy Lynn Wickett Notary Public
My Commission Expires: 11/1/01

THE STATE of

COUNTY }

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

hereby certify that

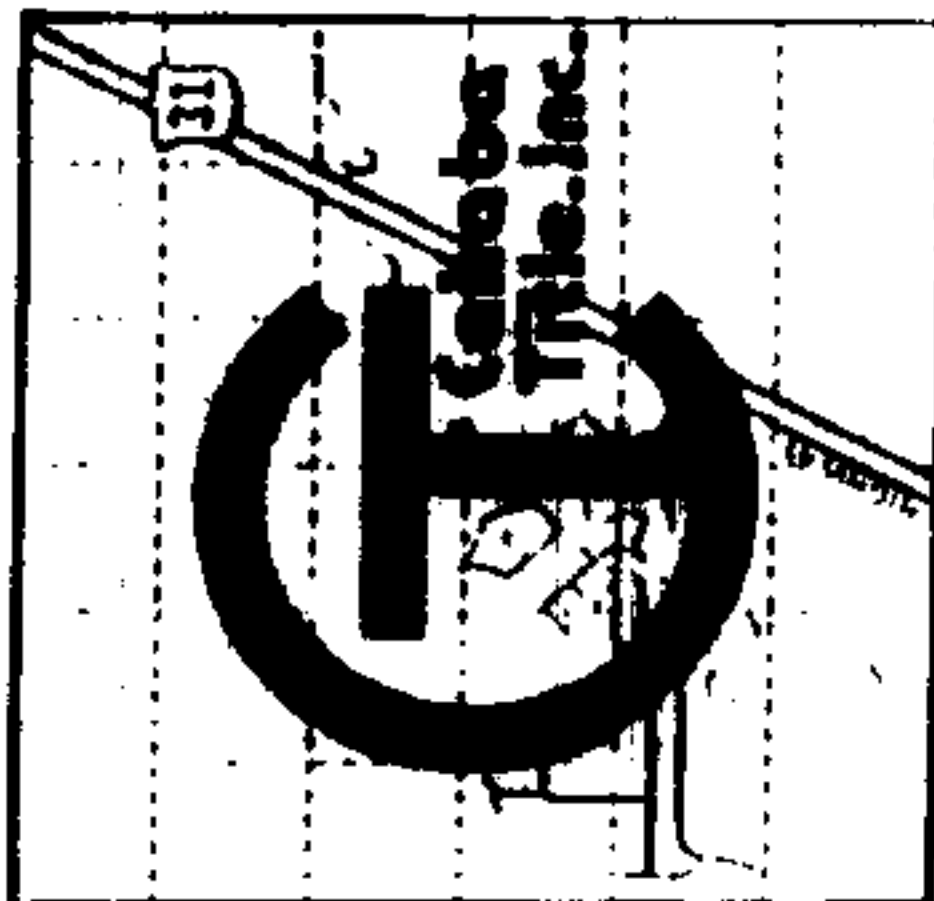
whose name as of a corporation, is signed to the foregoing conveyance and who is known to me acknowledged before me on this day, that being informed of the contents of such conveyance he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this day of 19 Notary Public

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

2088 Valleydale Road
Birmingham, Alabama 35244
Phone (205) 988-5600
LOCATED IN RIVERCHASE

EXHIBIT "A"

Tract 1 – The Northeast diagonal half of the following described land: Commence at the SW corner of the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 1, Township 21 South, Range 1 East and run North along West boundary of said E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 35 yards; thence East and parallel with South boundary a distance of 105 yards; thence Southerly and parallel with East boundary a distance of 35 yards to South boundary line of said E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence West along South boundary 105 yards to the point of beginning.

Tract 2 – Commence at the SE corner of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 1, Township 21 South, Range 1 East; thence run West along South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 665.23 feet; thence turn an angle of 89 deg. 58 min. to the right and run a distance of 462.23 feet to the South margin of Blue Springs Road; thence turn an angle of 128 deg. 26 min. 37 sec. to the right and run along the south margin of said Road a distance of 55.47 feet; thence turn an angle of 3 deg. 19 min. 08 sec. to the left and continue along the south margin of said road a distance of 66.92 feet; thence turn an angle of 2 deg. 11 min. 06 sec. to the left and continue along the South margin of said road a distance of 21.61 feet to the point of beginning; thence turn an angle of 7 deg. 42 min. 41 sec. to the left and continue along the South margin of said road a distance of 49.27 feet; thence turn an angle of 6 deg. 03 min. 36 sec. to the left and continue along the South margin of said road distance of 68.19 feet; thence turn an angle of 6 deg. 57 min. 32 sec. to the left and continue along the South margin of said road a distance of 107.05 feet; thence turn an angle of 4 deg. 58 min. 40 sec. to the left and continue along the South margin of said road a distance of 67.92 feet to the west margin of Johnson Street; thence turn an angle of 97 deg. 22 min. 42 sec. to the right and run along the West margin of said Johnson Street a distance of 135.48 feet; thence turn an angle of 1 deg. 02 min. 06 sec. to the right and continue along the west margin of said Street a distance of 53.93 feet; thence turn an angle of 74 deg. 23 min. 18 sec. to the right and run a distance of 232.27 feet; thence turn an angle of 89 deg. 58 min. to the right and run a distance of 257.48 feet to the point of beginning. Situated in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 1, Township 21 South, Range 1 East, Huntsville Meridian, Shelby County, Alabama.

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