

Inst # 2000-29978

This Instrument was prepared by:

08/31/2000-29978
10:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HHS 102.00

(Name) ✓ Claude M. Moncus

(Address) 400 Shades Creek Parkway, Suite 100, Birmingham, Alabama 35209 (205) 879-5959
MORTGAGE

STATE OF ALABAMA) KNOW ALL MEN BY THESE PRESENTS: That Whereas,
COUNTY SHELBY)

HOWARD WHEELER, an unmarried man,

(hereinafter called "Mortgagor"), is justly indebted, to

JOE JOSEPH AND ERNEST JOSEPH (hereinafter called "Mortgagee", in the sum of Sixty
Thousand and No/100 Dollars (\$60,000) evidenced by a certain Real Estate Mortgage Note dated
the 30th day of June, 2000.

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 Mortgagor,

HOWARD WHEELER

Howard Wheeler

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 24, 25, 26 and 27 of the W.F. Strowd Subdivision as
recorded in Map Book 3, Page 43 and 44 in the Probate
Office of Shelby County, Alabama.

THIS IS A PURCHASE MONEY MORTGAGE.

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 at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees, to the improvements on said real estate insured against lose or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loan, 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 fails to keep said property insured as above specified, or fails 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, 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 promises 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 agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees 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

HOWARD WHEELER

has hereunto set his signature and seal, this 20 day of June, 2000.

Howard Wheeler (SEAL)
HOWARD WHEELER (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 HOWARD WHEELER whose name is signed to the forgoing 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 20th day of June, 2000.

Cindy K Mitchell
Notary Public
My Commission Expires: March 16, 2003

THE STATE of ALABAMA)
COUNTY)

I, _____, a Notary Public in and for said County, In said State, hereby certify that whose name as _____ of _____ a corporation, in 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 the _____ day of _____, 2000.

Notary Public
My Commission Expires: _____

TO
MORTGAGE DEED

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