	ACCOUNT #
	BRANCH AL036
This instrument was prepared by	
Name) Jessica Henderson	
Address) 1217 7th St So	
Clanton, AL 35045	
REAL	L ESTATE MORTGAGE
STATE OF ALABAMA	
COUNTY OF Shelby KNOW ALL MEN BY THESE PRESENTS: The (hereinafter called "Mortgagors", whether one or more) are	justly indebted, to Washington Mutual Finance
(hereinafter called "Mortgagee", whether one or more), in the	he principal sum offifty-five thousand eight hundred eighty-thre
Dollars (\$ _55,883.68	), evidenced by a certain promissory note of even date, with a scheduled maturity date 68/
And Whereas, Mortgagors agreed, in incurring said inde	htedness, that this mortgage should be given to secure the prompt payment thereof. NOW tgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey uated in Shelby County, State of Alabama, to-wit:
SEE ATTACHED S	SHEET

Being all or a portion of the real estate conveyed to Mortgagors by Lena M. Wilson
by a warranty Deed dated 11-18-87 , and recorded in the Judge of Probate

Office of Shelby County, Alabama, in book 161 page 333 .

Said premises is warranted free from all encumbrances and against any adverse claims, except stated above or as follows:

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10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
100.85

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee, Mortgagee's successors and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of the same, the said Mortgagee may at Mortgagee's option pay off the same, and to further secure said indebtedness, Mortgagors agree to the extent not prohibited by law, 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 promptly deliver said policies, or renewal of said policies to said Mortgagee; and if undersigned fail to keep said premises 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 premises 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 to the extent not prohibited by law bear interest at the lawful rate from date of payment by said Mortgagee, or assigns, and be at once due and payable. In the event of any casualty loss, Mortgagors direct any Insurer to pay holder directly to the extent of holder's interest and appoints holder as attorney in fact to endorse any draft, to the extent not prohibited by law.

Upon condition, however, that if said Mortgagors pay said indebtedness, and reimburse 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 interest of said Mortgagee or assigns in said premises become endangered by reason of the enforcement of any lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured less any required refunds shall at once become due and payable, without notice and demand, and this mortgage shall 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 successive weeks, the time, place, and terms of sale, together with a description of the premises, by publication in some newspaper published in the County or Counties in Alabama in which the aforesaid real estate is situated and to sell the same, free of exemptions, 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 Counties, (or the division thereof) where said premises is located, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including reasonable attorney's fees as permitted by law and provided for herein; Second, to the payment of any amounts that may have been expended, or that it may be necessary to expend, in paying insurance, taxes, assessments, 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 the sale; Fourth, the balance, if any, to be turned over to the said Mortgagors and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said premises, if the highest bidder therefor; and the undersigned further agree where the amount financed exceeds \$300.00, to pay to Mortgagee or assigns reasonable attorney's fees not exceeding 15% of the unpaid debt after default and referral to an attorney not a salaried employee 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.

Mortgagors hereby waive as to the indebtedness secured hereby and to any renewals and extensions thereof, all rights of exemption, including home-

ent of Mortgagors now	inution and laws of Alabama and of any oth or hereafter in force (to the extent the samulation of the	ne mav be lawfully w	aived).		uirements for the ben-	
IN WITNESS WHER	EOF the undersigned Robert F. W	Vilson & Deb	ra J. Wilsor	π. 1		
have hereunto set	their		signatureS	4.7		
this 27 day of Ma	rch 2001		oigi iatal e -	<u> </u>	and seal,	
<del>"</del>		[CAUTION REAL	IT IS IMPORT	TANT THAT YOU'CT BEFORE YOU	THOROUGHLY J SIGN IT.]	
	IMPORTANT	Signature: (2).	obert fl	Vilas.	<del></del>	
Signature must be the same as the name typed on		Type Name Here: Robert F. Wilson				
ture lines.	nstrument and below the signa-	Signature:	elira J U	Lilson		
THE STATE OF AL	abama	Type Name Here:	Debra/J. Wi	lson		
COLINITY	lton					
ı, Rebec	ca Logan		a Notani	Dublic in and for each	O	
hereby certify that pob	ert F. & Dabra J. Wilson whose n	• ———	sig	Public in and for said one of the contact of the co	conveyance, and who	
	untarily on the day the same bears date. I and official seal this 27	day of March		anionned of the conten	ils of the conveyance	
My commissions expire	es:	K .)	alcee c	3000	Notary Public	
THE STATE OF	NOTARY PUBLIC STATE OF ALGUMA AND MY COMPUSED OF ALGUMENTS: (May 2),				(Notally Fublic	
COUNTY	BOND SO OF TABLES STREET BROKEN	• •				
l,		<u> </u>	, a Notary	Public in and for said (	County, in said State.	
hereby certify that						
a corporation, is signed	to the foregoing conveyance, and who is ki	nown to me, acknow	ledged before me on	this day, that, being in	formed of such con-	
veyance he, as such of Given under my hand	ficer and with full authority, executed the sa and official seal this	ame voluntarily for an day of	nd as the act of said	corporation.		
My commissions expire		·	<del></del>	<u> </u>	Notary Public	
0237-01 (AL)	· · · · · · · · · · · · · · · · · · ·		· <u> </u>	<u> </u>	rectary mubiic	

William Page

## Robert F. Wilson & Debra J. Wilson

## EXHIBIT A LEGAL DESCRIPTION

Parcels of land situated in the SE ¼ of the NE ¼, Section 5, Township 21 South, Range 1 East, more particularly described as follows: Commence at the NW corner of the above said ¼ - ¼ Section, and run South along the West line thereof a distance of 525 feet to the SW corner of the J. R. Wheeler lot, and being the point of beginning of the lot herein described and conveyed; thence continue in the same direction along said West line a distance of 310 feet to the NW corner of the Herman Wheeler property; thence run North 87 degrees East along the North boundary of said Herman Wheeler lot and along the North boundary of the Howard lot a distance of 420 feet to a point; thence run North a distance of 310 feet to the SE corner of said J. R. Wheeler lot; thence run West along South boundary of said J. R. Wheeler lot to the point of beginning.

ALSO, commence at the NW corner of the above said ½ - ½ Section, and run South along the West line thereof a distance of 1045 feet to the SW corner of the Herman Wheeler lot, and being the point of beginning of the lot herein described; thence continue in the same direction along said West line a distance of 275 feet, more or less, to the SW corner of said ½ - ½ Section; thence run East along the South line of said ½ - ½ Section a distance of 210 feet to the SW corner of the Howard property; thence run North along the West line of said Howard property a distance of 275 feet to the NW corner of said Howard property; thence run West along the South boundary of the Herman Wheeler property a distance of 210 feet to the point of beginning.

LESS AND EXCEPT FROM THE ABOVE SAID PROPERTY that certain right-of-way described in deed recorded in Probate Office of Shelby County, Alabama in Deed Book 260, page 612. ALSO, Subject to rights, if any, created by document record in said Probate Office in Deed Book 298, Page 159.

This property is also known as 21 White Creek Circle, Wilsonville, AL 35186.

\* 5.54

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