

ACCOUNT # 706562

BRANCH Clanton

This instrument was prepared by

(Name) Washington Mutual Finance

Inst # **2001-34419**

(Address) 1217 7th St SO

Clanton AL 35045

**08/14/2001-34419**  
**10:17 AM CERTIFIED**  
SHELBY COUNTY JUDGE OF PROBATE  
002 MSB 54.50

## REAL ESTATE MORTGAGE

STATE OF ALABAMA

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS: That Whereas, \_\_\_\_\_

Linda Hammett Payne Cole & Stephanie Dawn Payne

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Washington Mutual Finance

(hereinafter called "Mortgagee", whether one or more), in the principal sum of twenty-six thousand nine hundred six dollars & 21/100

Dollars (\$ 26,906.21), evidenced by a certain promissory note of even date, with a scheduled maturity date of 08/13/, 2011.

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:

Lot No. 6 in Wilson's Subdivision No. 1, Town of Montevallo, Shelby County, Alabama, and more particularly described as follows: Commencing at the center of Section 3, Township 24 North, Range 12 East, as a point of reference; thence North with the land line North 1 degree 35 minutes West 838.6 feet to a point 30 feet south of the center line of the Calera-Centreville Highway; thence North 85 degrees 50 minutes West 322 feet along with and parallel to said Highway; thence South 4 degrees 11 minutes East 120 feet; thence South 85 degrees 49 minutes West 245 feet; thence South 4 degrees 11 minutes East 100 feet to the point of beginning and the Northeast corner of the lot herein described and conveyed; thence South 85 degrees 49 minutes West 195 feet; thence South 4 degrees 11 minutes East 100 feet; thence North 85 degrees 49 minutes East 195 feet; thence North 4 degrees 11 minutes West 100 feet to the point of beginning; said property situated in Shelby County, Alabama.

This property is also known as: 160 Wilson Drive Montevallo, AL 35115

Being all or a portion of the real estate conveyed to Mortgagors by Mildred Louise Hammett  
by a warranty Deed dated 08/05/82, and recorded in the Judge of Probate  
Office of Shelby County, Alabama, in Book 341 page 580.

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

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 homestead, under the Constitution and laws of Alabama and of any other state as to the premises, and all statutory provisions and requirements for the benefit of Mortgagors now or hereafter in force (to the extent the same may be lawfully waived).

Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

IN WITNESS WHEREOF the undersigned Linda Hammett Payne Cole & Stephanie Dawn Payne  
have hereunto set their \_\_\_\_\_ signatures \_\_\_\_\_ and seal,  
this 13th day of August 2001

**[CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY  
READ THE CONTRACT BEFORE YOU SIGN IT.]**

**IMPORTANT**  
Signature must be the same as the name typed on  
the face of this instrument and below the signature lines.

Signature: Linda Hammett Payne Cole  
Type Name Here: Linda Hammett Payne Cole  
Signature: Stephanie Dawn Payne  
Type Name Here: Stephanie Dawn Payne

THE STATE OF Alabama

COUNTY Chilton

I, Rebecca Logan, a Notary Public in and for said County, in said State,  
hereby certify that Linda Hammett Payne Cole & Stephanie Dawn Payne whose names  
are known to me acknowledged before me on this day, that being informed of the contents of the conveyance  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of August 2001  
My commissions expires: 5-2-2004 Rebecca Logan Notary Public

THE STATE OF  
COUNTY

I, \_\_\_\_\_, 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 known to me, acknowledged before me on this day, that, being informed 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 \_\_\_\_\_  
My commissions expires: \_\_\_\_\_ Notary Public