

MORTGAGE

This instrument was prepared by Steven R. Sears, attorney, 655 Main Street, BX 4, Montevallo, AL 35115+0004, telephone 665-1211, without benefit of title evidence.

State of Alabama)
County of Shelby)

10/18/2001-45220
02:42 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 74.60

Inst # 2001-45220

Know all men by these presents: That whereas, Tyhease Cheyvonne Daniels (hereinafter called "Mortgagor") is justly indebted to the Shelby County Habitat for Humanity, Inc., an Alabama nonprofit corporation, (hereinafter called "Mortgagee," whether one or more), in the sum of forty thousand three hundred thirty-one and 09/100 dollars (\$40,331.09), and for the further contingent sum of \$25,000 as specified by two Real Estate Mortgage Notes 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;

Now therefore, in consideration of the premises, said Mortgagor Tyhease Cheyvonne Daniels, 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, Alabama, to-wit:

A house and lot at 38 New Hope Drive, Montevallo, AL 35115, more particularly described as Lot 5, New Hope Village, according to a survey drawn by Sain Associates and recorded in map Book 24, page 89 of the Shelby County Alabama Probate records.

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 interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if default occurs in the delivery of the insurance policies, or if an attempted assignment of interest in the property is made, or its value lowered, 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 in lots or parcels or en masse as Mortgagee, agents, or assigns deem best, in front of the Court House 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: ❶ to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; ❷ 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; ❸ 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 ❹ the balance, if any, to be turned over to the said Mortgagor. Undersigned further agree that said Mortgagee, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefore; 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 has hereunto set her signature and seal, this 10 October 2001.

Tyhease C. Daniels (seal)
Tyhease Cheyvonne Daniels

* * * * *

State of Alabama)
County of Shelby)

I, a notary public in and for the State of Alabama at Large, hereby certify that Tyhease Cheyvonne Daniels, 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.

Steven Sears
Notary public

My Notarial Commission Expires March 7, 2002

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