

This instrument was prepared by

Mitchell A. Spears

ATTORNEY AT LAW

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Montevallo, AL 35115-0119

205/665-5102
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Send Tax Notice to
(Name) _____

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20020628000305090 Pg 1/2 59.00
Shelby Cnty Judge of Probate, AL
06/28/2002 14:10:00 FILED/CERTIFIED

MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

GLORIA J. FOCHTMANN, a single woman
(hereinafter called "Mortgagors", whether one or more) are justly indebted to

PLEASIA F. SPEARS

(hereinafter called "Mortgagee", whether one or more), in the sum
of THIRTY THOUSAND and 00/100----- Dollars
(\$ 30,000.00***), evidenced by separate real estate mortgage note executed on even date 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,

GLORIA J. FOCHTMANN

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:

Commence at the Northwest Corner of Section 8, Township 22 South, Range 3 West; thence S 88 deg. 10' 14" E and run 730.80 feet to the Point of Beginning; thence N 12 deg. 48' 17" E and run along the center line of a power line 51.91 feet; thence N 85 deg. 59' 25" E and run 136.30 feet; thence N 63 deg. 44' 30" E and run 72.91 feet; thence N 03 deg. 35' 46" E and run 292.12 feet; thence N 83 deg. 06' 22" E and run 253.55 feet; thence S 04 deg. 41' 28" W and run 445.07 feet; thence N 83 deg. 06' 22" E and run 300.00 feet to the center line of King Creek; thence S 36 deg. 11' 48" W and run 16.40 feet along said center line; thence S 02 deg. 12' 37" W and run 112.76 feet along said center line; thence S 04 deg. 37' 13" E and run 92.28 feet along said center line; thence S 00 deg. 18' 27" W and run 49.18 feet along said center line; thence S 70 deg. 04' 41" W and run 28.88 feet along said center line; thence S 24 deg. 23' 31" W and run 457.40 feet; thence N 86 deg. 08' 24" W and run 239.77 feet; thence S 12 deg. 48' 15" W and run 176.59 feet; thence S 86 deg. 08' 24" E and run 33.41 feet; thence S 12 deg. 48' 15" W and run 35.91 feet; thence S 03 deg. 32' 27" W and run 98.79 feet; thence S 86 deg. 08' 24" E and run 168.71 feet; thence S 03 deg. 32' 27" W and run 706.76 feet; thence S 09 deg. 16' 19" W and run 291.98 feet to the north margin of a Graded Public Road; thence along said road margin N 87 deg. 12' 20" W and run 33.21 feet; thence N 09 deg. 16' 19" E and run 294.08 feet; thence N 03 deg. 32' 27" E and run 672.29 feet; thence N 86 deg. 08' 24" W and run 168.71 feet; thence N 03 deg. 32' 27" E and run 134.26 feet; thence N 86 deg. 08' 24" W and run 429.00 feet to the center line of a power line; thence N 12 deg. 48' 15" E and run along said center line 868.01 feet to the Point of Beginning, being situated in Shelby County, Alabama.

Said property is warranted free from all incumbrances 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 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 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 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 Mortgagor 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
GLORIA J. FOCHTMANN
have hereunto set my signature and seal, this 27th day of JUNE, 2002
Gloria J. Fochtmann (SEAL)
GLORIA J. FOCHTMANN (SEAL)
20020628000305090 Pg 2/2 59.00
Shelby Cnty Judge of Probate, AL
06/28/2002 14:10:00 FILED/CERTIFIED

THE STATE of ALABAMA
SHELBY COUNTY }
I, the undersigned authority, a Notary Public in and for said County, in said state,
hereby certify that GLORIA J. FOCHTMANN
whose name 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 the conveyance she executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 27th day of JUNE, 2002
L. Michele K. Stamps Notary Public
5/17/03

THE STATE of
COUNTY }
I, 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

Return to:
TO
MORTGAGE
STATE OF ALABAMA
COUNTY OF
Mitchell A. Spears
ATTORNEY AT LAW
Post Office Box 119
Montevallo, AL 35115-0119
(205) 665-5102
(205) 665-5076