

This instrument was prepared by:  
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**MORTGAGE**

STATE OF ALABAMA }

COUNTY } KNOW ALL MEN BY THESE PRESENTS: That Whereas

**FRANK NEWMAN, a widower and JAMES NEWMAN, a married man**

(hereinafter called "Mortgagor", whether one or more) are justly indebted to

**WILLIAM B. CASHION**

(hereinafter called "Mortgagee", whether one or more), in the sum  
of SIXTY THOUSAND, (\$60,000.00) DOLLARS

evidenced by A REAL ESTATE MORTGAGE NOTE OF EVEN DATE HEREWITH.

**TERMS:**

1. The interest rate upon this mortgage is 8%
2. This mortgage shall be paid in the terms set out in the Real Estate Mortgage Note executed simultaneously herewith.

**NOTE: THIS IS A FIRST MORTGAGE.**

And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. THEREFORE, in consideration of the premises, said Mortgagor,

**FRANK NEWMAN and JAMES NEWMAN**

do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to wit:

**LEGAL DESCRIPTION OF PROPERTY IS ATTACHED HERETO, MARKED EXHIBIT "A" AND MADE A PART AND PARCEL HEREOF IN ITS ENTIRETY.**

TO HAVE AND TO HOLD the above granted property unto the Mortgagee's successors, heirs, and assigns forever; 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 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 Mortgagors pay said indebtedness, 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 monthly payment and become one payment in arrears; become in default in any sum expended by the said Mortgagees 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, 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, (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 Mortgagors 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 have hereunto set our signatures and seals, this the 9<sup>th</sup> day of Dec., 2002.

James B. Myrick  
WITNESS

Frank Newman  
FRANK NEWMAN

James Newman  
JAMES NEWMAN

THE STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **FRANK NEWMAN, a widower and JAMES NEWMAN, a married man**, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under our hands and official seals this 9<sup>th</sup> day of December, 2002.

Edna I. Hayter  
NOTARY PUBLIC  
Commission expires: 12/9/02

## SCHEDULE "A"

### LEGAL DESCRIPTION

Southeast 1/4 of the Southwest 1/4 of Section 35, Township 19 South, Range 2 East. That part of the Southwest 1/4, Section 35, Township 19, Range 2 East in Shelby County, Alabama, described as follows:

Beginning at the Southeast corner of said Southwest 1/4 of Southwest 1/4 of said Section 35, and run thence North 3 degrees West a distance of 676 feet; run thence West 48 degrees 30 minutes South a distance of 1030 feet to the Northeast right of way line of U.S. Highway NO. 280; run thence south 55 degrees 30 minutes East along said right of way line of said highway a distance of 210 feet, more or less, to the point of intersection with the South line of said Southwest 1/4 of Southwest 1/4 of said Section 35; run thence North 87 degrees 00 minutes East along the South line of said 40 acres 643.9 feet to point of beginning. Situated in Shelby County, Alabama.