

ACCOUNT # 00735165

BRANCH AL036

This instrument was prepared by

(Name) REBECCA D LOGAN

(Address) 1217 7TH STREET, SOUTH

CLANTON AL 35045-0000

## REAL ESTATE MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

ALTON E CARDEN AND WIFE

LOU A CARDEN WARRANTY DEED WITH  
SURVIVORSHIP

That Whereas,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Washington Mutual Finance, LLC, a Delaware limited liability company  
FIFTEEN THOUSAND FOUR HUNDRED FIVE DOLLARS AND THIRTY-SEVEN

hereinafter called "Mortgagee"), in the principal sum of CFNTS

Dollars (\$ 15405.37

), evidenced by a certain promissory note of even date, with a scheduled maturity date  
of 12-15-2008

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:

SEE ATTACHED EXHIBIT "A"

Being all or a portion of the real estate conveyed to Mortgagors by ALTON EUGENE CARDEN, A MARRIED MAN

by a Deed dated 03-14-2001

, and recorded in Deed Book 2002, Page 30178 in the office  
of the County Clerk of SHELBY County, Alabama.

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 premis-  
es, 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 dam-

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age 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 ALTON E CARDEN LOU A CARDEN

have hereunto set his/her/their signature(s) and seal, on this day of 12-05-2003

**[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: Alton E. Carden

Type Name Here: ALTON E CARDEN

Signature: Lou A. Carden

Type Name Here: LOU A CARDEN

STATE OF ALABAMA  
County Of SHELBY

Before me, a Notary Public in and for said County and State, on 12-05-2003 ss.

ALTON E CARDEN LOU A CARDEN personally appeared

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

My commission expires 5/4/2004

Rebecca Logan

Notary Public

STATE OF ALABAMA  
County Of SHELBY

Before me, a Notary Public in and for said County and State, on 12-05-2003 ss.

ALTON E CARDEN LOU A CARDEN personally appeared

to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

My commission expires \_\_\_\_\_

Notary Public

RE: Alton E & Lou A Carden

20031209000797030 Pg 3/3 40.25  
Shelby Cnty Judge of Probate, AL  
12/09/2003 11:00:00 FILED/CERTIFIED

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EXHIBIT A

Re: Carden

Shelby County

Begin at the Southwest corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 17, Township 21 South, Range 2 West. and run North on the West boundary line of said forty acre tract a distance of 207.46 feet to a point on the East right of way line of U.S. Highway 31; thence run in a Northwesterly direction on said East right of way line a distance of 619.89 feet, more or less, to a point which is South of and 100 feet from the centerline, measured at right angles, of Longview Limestone Corporation's old tram road for the point of beginning; thence turn an angle of  $110^{\circ}16'$  to the right and run parallel to said centerline a distance of 500 feet to a point; thence at an angle of  $69^{\circ}44'$  to the right run parallel to the East right of way line of said U.S. Highway 31 a distance of 104 feet; thence turn  $110^{\circ}16'$  right and run parallel to said old tram road's centerline a distance of 500 feet to the East right of way line of said Highway 31; run thence to the right on said highway's East right of way line a distance of 104 feet to the point of beginning. Subject to and together with an easement in a well for domestic water and rights in connection therewith for use as reserved in a deed dated 11-11-63 from Longview Limestone Corporation to Lula B. Mussey, conveying to her the land on which said well is located. Lying and being situated in Shelby County, Alabama.