

THIS INSTRUMENT PREPARED BY:
Law Offices of Christopher R. Smitherman, LLC
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20040709000379210 Pg 1/3 72.50
Shelby Cnty Judge of Probate, AL
07/09/2004 10:05:00 FILED/CERTIFIED

STATE OF ALABAMA)
SHELBY COUNTY)
) REAL ESTATE MORTGAGE
)

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS Donna Odom and husband, Mark Odom, hereinafter called "Mortgagor," is justly indebted to Jimmy Cummings and Debra Cummings, hereinafter called "Mortgagee," in the principal sum of **Thirty-Seven Thousand & 00/100 Dollars (\$37,000.00)** together with interest at 5.5% percent as evidenced by a promissory note bearing even date herewith and payable in installments as follows: a first installment of Three Hundred Two and 32/100 Dollars (\$302.32) due on or before the 15th day of August, 2004, and 178 subsequent installments of Three Hundred Two and 32/100 Dollars (\$302.32) due on or before the 15th day of each month following the month of the initial installment, and a final installment of Three Hundred Two and 54/100 Dollars (\$302.54) due on or before the 15th day of July, 2019.

NOW, in order to secure the prompt payment of said note, when due, the Mortgagor for and consideration of the premises, and for other good and valuable consideration received, to the Mortgagor by the Mortgagee, does hereby GRANT, BARGAIN, SELL AND CONVEY to the Mortgagee of the following described real estate situated in **Shelby County, Alabama**, to wit:

From the Northwest corner of Fractional Section 12, Township 24 North, Range 12 East, Shelby County, Alabama, run South 01 degrees 42 minutes 14 seconds East 1142.52 feet; thence South 34 degrees 52 minutes 38 seconds East 1511.14 feet to the point of intersection of the South right of way line of Lucas Lane and the East right of way line of Alabama Highway No. 155, the beginning point of the lot herein described; from said point run along said line of Lucas Lane North 73 degrees 22 minutes 59 seconds East 121.56 feet to the beginning of a curve concave right having a central angle of 06 degrees 18 minutes 07 seconds with a radius of 420.04 feet, a chord bearing and distance of North 76 degrees 32 minutes 03 seconds East 46.18 feet; thence run along the arc of said curve 46.20 feet; thence leaving said road run South 61 degrees 55 minutes 13 seconds East for 96.59 feet; thence run South 44 degrees 20 minutes 00 seconds West 160.49 feet to the East right of way line of Alabama Highway No. 155; thence run along said right of way line, a curve concave left having a central angle of 01 degrees 45 minutes 09 seconds with a radius of 5779.58 feet, a chord bearing and distance of North 49 degrees 31 minutes 24 seconds West 176.75 feet; thence run along the arc of said curve 176.77 feet, back to the beginning point.

According to the survey of Frank B. Garrett, Jr., RLS #9500, dated June 4, 1988.

ALSO INCLUDES THE FOLLOWING MANUFACTURED HOME: 1994 (year), General (make), 5228 (model), GMHGA146930675A & B (serial numbers).

TO HAVE AND TO HOLD the aforesigned premises, together with the improvements and appurtenances thereunto belonging, unto the Mortgagee forever. And the Mortgagor does hereby covenant with the Mortgagee, and the heirs and assigns of the Mortgagee, that the Mortgagor, is lawfully seized in fee simple of said premises; that the said premises are free of and from all encumbrances except as otherwise noted above; and that the Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say. If the Mortgagor shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, and interest thereon, when due and all other amounts which may become due hereunder when such become due then this conveyance shall become null and void. But should the Mortgagor fail to pay said note, or any installment thereof when due or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the Mortgagee. However, failure of the Mortgagee to enforce this provision as to one or more delinquent installments or other amounts due hereunder shall not be waiver of the right to subsequently invoke such provision. Upon any such default by the Mortgagor, the Mortgagee or the successors, heirs, assigns, agents, or attorneys of the authorized and empowered to sell the said property hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the Mortgagee shall first pay all expenses incident thereto, together with reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the Mortgagee for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the Mortgagor. In the event of such sale, the Mortgagee, or successors, assigns, agents or attorneys of the Mortgagee, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the Mortgagor.

It is also agreed that in case the Mortgagee, or the heirs, successors or assigns of the Mortgagor, see fit to foreclose this mortgage in a court having proper jurisdiction, that the Mortgagor will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the Mortgagee, all of which shall be and constitute a part of the debt hereby secured.

The Mortgagor specially waives all exemptions which Mortgagor now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

The Mortgagor reserves unto the Mortgagor, and the heirs, successors and assigns of the Mortgagor the right of possession of the said property until after a foreclosure sale has been effected according to the terms of the conveyance.

The Mortgagor agrees to keep said property in good repair, normal wear and tear excepted, and further agrees to keep said property insured against fire, hail, flood, and windstorm with good and responsible companies acceptable to the Mortgagee for not less than an amount equal to the principal amount of this mortgage debt, and to have each such policy payable to the Mortgagee, as the Mortgagee's interest may appear in said property, and further agrees to deliver copies of such paid-up policies to the Mortgagee. Should the Mortgagor fail to insure said property, then the Mortgagee is hereby authorized to do so, and the premiums so paid by the Mortgagee shall be and constitute a part of the debt secured hereby.

The Mortgagor agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the Mortgagor fail to pay any taxes or assessments before they become delinquent, then the Mortgagee is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.

Should the Mortgagor fail to procure proper insurance, or fail to pay any taxes or assessments, as hereinabove provided, and should the Mortgagee pay the same, then

the Mortgagor shall be deemed to have materially breached the terms of this instrument if the Mortgagor fails to reimburse the Mortgagee for the same plus interest at the rate specified hereinabove within ten (10) days after the Mortgagee gives the Mortgagor written demand by first class mail of the amounts due.

Mortgagor reserves the right of possession of said premises until the law day.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage with seal affixed on the 1st day of July, 2004, at 725 West Street, Montevallo, Alabama.

MORTGAGORS

Donna Odom (L.S.)
Donna Odom

Mark Odom (L.S.)
Mark Odom

STATE OF ALABAMA

SHELBY COUNTY

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ACKNOWLEDGMENT

I, Chris Smitherman, a Notary Public for the State at Large, hereby certify that *Dona Odom and Mark Odom*, whose names are signed to the foregoing Mortgage, who are known to me acknowledged before me on this day, that, being informed of the contents of the Mortgage, it was executed voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 1st day of July, 2004.

Chris Smitherman
Notary Public
My Commission Expires: 5/3/08