THIS INSTRUMENT PREPARED BY: W. Alan Summers, Jr. Attorney at Law 1275 Center Point Parkway, Ste. 100 Birmingham, Alabama 35215

Shelby Cnty Judge of Probate, AL 07/21/2005 11:01:37AM FILED/CERT

MORTGAGE

STATE OF ALABAMA COUNTY OF JEFFERSON

> KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned KIM E. TRAYLOR AND HUSBAND, CLAYBURN A TRAYLOR, JR.

is justly indebted to DENNIS D. COBLE AND CATHY L. COBLE,

in the sum of SEVENTEEN THOUSAND DOLLARS AND 00/100------(\$17,000.00)

evidenced by a promissory note being signed simultaneously herewith

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, KIM E. TRAYLOR AND HUSBAND, CLAYBORN A. TRAYLOR, JR., do, or does hereby grant, bargain, sell and convey unto the said DENNIS D. COBLE AND CATHY L. COBLE, (hereinafter called Mortgagee) the following described real property situated in lefferson County, Alabama, to\_wit:

LOTS 19 AND 20, IN BLOCK 267, ACCORDING TO J.H. DUSTAN'S MAP AND SURVEY OF THE TOWN OF CALERA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. SAID MAP IS UNRECORDED AND IS UNAVAILABLE FOR RECORDATION.

Subject property address: 1522 20<sup>TH</sup> AVENUE, CALERA, ALABAMA 35040

Subject to all easements, restrictions and right of ways of record.

Said property is warranted fiee from all encumbrances and against any adverse claims.

Mortgagors agree that subject property shall not be used to secure any other indebtedness as long as this mortgage remains outstanding.

Subject mortgage is a purchase money mortgage

Subject loan is not assumable without the written permission of the mortgagee,

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever: and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payments of same, and Mortgagee has the option of paying off the same: and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory

to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting said; all amount so expended by said Mortgagee for taxed, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default to made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest hereon, remain unpaid at maturity, or should the interest of said Mortgagee of 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 any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence of nonexistence of the debt or any part thereof or of the lien on which such statement is based, 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 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 the sale, in some newspaper published in said County and State, to sell the same inlots or parcels, or in masse, as Mortgagee may deem best, in front of the Court House door in said County, at a public outery, to the highest bidder for eash and apply the proceeds of said 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 be necessary then to expended 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 remainder, if any, to be turned over to the said Mortgagor: and the undersigned further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is gerevby authorized and empowered to execute a deed to the purchaser hereof in the name of the Morigagor by such auctioneer as agent or attorney in fact and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to bee part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or the persons, or the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this Mortgage is hereby expressly conveyed and granted to the heirs, and agents and assigns, of said Mortgagee, or the the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hercunto set our hands and scals on this the Aday of JULY, 2005.

WITNESSES:

KIM E. TRAYLOR

CLAYBURN A TRAYLOR,

20050721000365290 2/3 \$42.50 Shelby Cnty Judge of Probate, AL 07/21/2005 11:01:37AM FILED/CERT STATE OF ALABAMA

COUNTY OF Jeffeeson
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## General Acknowledgement

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that KIM E. TRAYLOR AND HUSBAND, CLAYBORN A. TRAYLOR, JR.,, whose name is signed to the foregoing Mortgage, and who is known to me acknowledged before me on this day that, being informed of the contents of the Mortgage, they executed the same voluntarily.

Given under my hand and official scal, this the Lyday of MARCH, 2005.

My Commission Expires:

MACCARST S WILLS
My Commission
Expires 3-14-2009

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