MORTGAGE

This instrument was prepared by Steven R. Sears, attorney, 655 Main Street, BX 4, Montevallo, AL 35115+0004, telephone 665-1211, without benefit of title evidence.

State of Alabama)
County of Shelby)

Know all men by these presents: That whereas, **PAULINE JOSEPHINE SHARP SEARS**, a married female, (hereinafter called "Mortgagor") of BX 418, Helena, AL 35080, is justly indebted to **SHELBY COUNTY HABITAT FOR HUMANITY, INC, AN ALABAMA NONPROFIT CORPORATION**, (hereinafter called "Mortgagee"), in the sum of forty-one thousand, four hundred dollars ($41,400.00), evidenced by a Real Estate Mortgage Note delivered simultaneously herewith; and

Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof and of any future advances from mortgagee;

Now Therefore, in consideration of the premises, said Mortgagor, Pauline Josephine Sharp Sears 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, Alabama, to-wit:

> A house and lot at 1627 Cunningham Drive, Helena, AL 35080, more particularly described as lot 11 of Block E of the Liberty Heights Addition to Helena, according to a map of Liberty Heights, drawn by H I Pickett, civil engineer and surveyor, adopted by the owner, G B Pickett on 05 December 1923, and recorded in map book 3, page 26 of the Shelby County Alabama probate records, and rerecorded at deed book 128, page 322 of the Shelby County Alabama probate records.
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> Source of title: A warranty deed from Frances Patterson to grantor herein, executed 01 September 2004 and recorded 02 September 2004 at instrument #2004:0902000491490 of the Shelby County Alabama probate records.

Said property is warranted free from all encumbrances and 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, the first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning, tornado and all hazards 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 to deliver said policies, or any renewal of said policies, along with evidence that the premiums have been paid, to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies or renewals thereof to said Mortgagee, then this mortgage is in default. In addition to other remedies at law or in equity, 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. Mortgagor may not assign her interest in the property, mine it, drill on it, cut timber on it, or do anything to lower its value without the prior written consent of the mortgagee.

Upon condition, however, that if the said Mortgagor pays said indebtedness and future advances, if any, 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 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 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 default occurs in the delivery of the insurance policies, or if an attempted assignment of interest in the property is made, or its value lowered, or if any other provision of this mortgage be breached, 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

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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: ❶ to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; ❷ 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; ❸ 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 ❹ the balance, if any, to be turned over to the said Mortgagor. Undersigned further agree that said Mortgagee, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefore; 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 has hereunto set her signature and seal, this 02 August 2005.

Pauline J. Sharp Sears (seal)
PAULINE JOSEPHINE SHARP SEARS

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State of Alabama)
County of Shelby)

I, a notary public in and for the State of Alabama at Large, hereby certify that **PAULINE JOSEPHINE SHARP SEARS**, whose name is signed to the foregoing conveyance, and who is (made) 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.

Steven Sears
Notary public

OFFICIAL SEAL
STEVEN R. SEARS
NOTARY PUBLIC - ALABAMA
STATE AT LARGE
My Comm. Expires Mar. 7, 200