

## STATE OF ALABAMA CHILTON COUNTY

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The preparer of this document has not examined title to the property described herein and makes no certification as to title.

## MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that whereas Holly W. Moses, a single person, hereinafter called "Mortgagor"), whether one or more) are justly indebted to John C. White and wife, Tommie R. White, (hereinafter called "Mortgagee, whether one or more), in the sum of Twenty Five Thousand Dollars, evidenced by real estate mortgage note of even date.

AND WHEREAS, Mortgagor(s) agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

Now therefore, in consideration of the premises, said Mortgagor(s), 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:

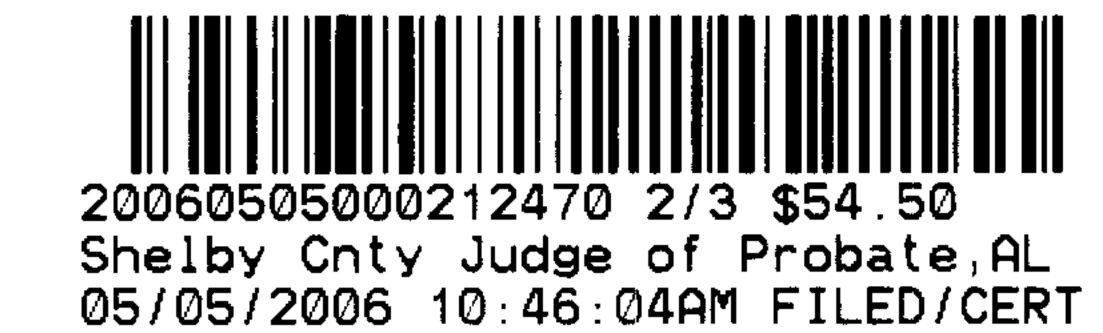
Lot 556, according to the survey of Weatherly Aberdeen, Sector 18, as recorded in Map Book 21 at page 148 in the Probate Office of Shelby County, Alabama.

To have and to hold the above granted property unto the 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 the 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 interst may appear, and to promptly deliver said policies, or any renewal 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 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 credit 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, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays 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 such 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, 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 21 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 in 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 Mortgagor 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 agrees 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 their signature and seal, this  $23^{2}$  day of April, 2006.

X Hally W Mases

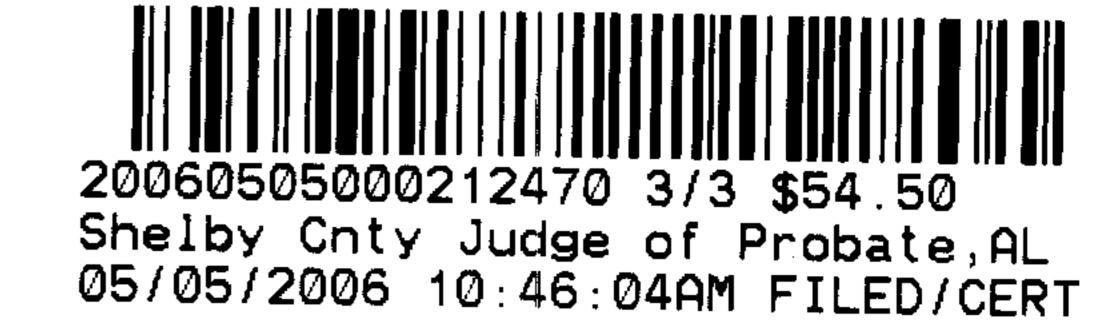


## STATE OF ALABAMA CHILTON COUNTY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Holly W. Moses, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2% day of April, 2006.

RYPUBLIC



## ALABAMA MORTGAGE NOTE

\$25,000.00

Clanton, Al. Date:

FOR VALUE RECEIVED I, Holly W. Moses, promise to pay to the order of John C. White and wife, Tommie R. White, their administrators, successors or assigns, at

4012 Hunter Lane, Bhan, AL 35243 in the United States of America, the principal sum of: Twenty Five Thousand Dollars, without interest.

Said sum shall be payable on demand or upon sale of said property, whichever shall first occur.

All past due installments of principal and/or interest shall bear interest from their maturity or accrual at the rate of 8 percent, per annum.

It is expressly agreed that time is of the essence of this contract, and in the event of failure to pay any interest or any installment of principal, or any portion thereof, for the space of thirty days after the same becomes due and payable, or if default be made in the performance of or compliance with any of the covenants and conditions of the mortgage securing this note, then in any of said events, said principal sum with all accrued and past due interest thereon shall become at once due and payable at the option of payee, heirs, administrators, successors or assigns, and be collectable without further notice.

If this note is placed in the hands of an attorney for collection by suit or otherwise, or to protect the security for its payment, we (I) will pay all costs of collection and litigation, together with a reasonable attorney's fee.

Any and all homestead and exemption rights provided by the laws of the State of Alabama or any other state of the United States, as against this debt or renewal thereof are hereby expressly waived.

The undersigned expressly agrees jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this note, notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any changes or change in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided for in this note, or any change or changes by way of release or surrender of any collateral and/or real estate held as security for this note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without the joinder of the undersigned.

It is expressly agreed that this note is given for an actual loan of Twenty Five Thousand Dollars. This note is secured by mortgage of even date conveying property in SHELBY County, Alabama.