

This instrument was prepared by:

William R. Justice  
P. O. Box 587, Columbiana, Alabama 35051

## MORTGAGE

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Anita Overton, married, (hereinafter called "Mortgagor", whether one or more) is justly indebted to John Kenneth Whitfield, III and Allen E. Whitfield, (hereinafter called "Mortgagee," whether one or more), in the sum of One Hundred Four Thousand Seven Hundred Forty-one and 53/100 Dollars (\$104,741.53), evidenced by a promissory note executed simultaneously herewith;

And Whereas, Mortgagor agreed, in incurring said indebtedness, and any extensions and renewals thereof, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, Mortgagor and all others executing this mortgage do hereby grant, bargain, sell and convey unto Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

That certain tract of land described as beginning at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 19, Township 18, Range 2 East, and run thence West along the South line of Section 19, a distance of 250 feet more or less to the East right of way line of Public Highway No. 21 (now highway 25) as the same is now located; run thence in a Northerly direction along the Easterly right of way line of said Public Highway No. 21 (now Hwy 25) as now located, a distance of 200 feet, run thence in an Easterly direction to a point on the East line of said Southwest Quarter of said Section 19, at a point 200 feet north of the point of beginning; run thence South along the East line of said forty acres a distance of 200 feet to the point of beginning, and all being situated in Shelby County, Alabama.

The above described property is not the homestead of mortgagor or her spouse.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.


To Have And To Hold the above granted property unto Mortgagee and 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, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor 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 Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option declare the indebtedness secured hereby to be due and payable at once or insure said property 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 Mortgagee for taxes, assessments or insurance, shall become a debt to 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



Mortgagee, or assigns, and be at once due and payable. If Mortgagee elects not to make such payment, then the failure of Mortgagor to pay for such taxes, assessments or insurance may be treated by Mortgagee as a default under this Mortgage.

Upon condition, however, that if Mortgagor pays said indebtedness, and reimburses 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 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 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 is subject to foreclosure as now provided by law in case of past due mortgages, and Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving three weeks 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: 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 Mortgagor, and Mortgagor further agrees that Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to Mortgagee or assigns, for the foreclosure of this mortgage, should the same be foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Anita Overton has hereunto set her signature and seal, this 4th day of December, 2006.


  
Anita Overton

STATE OF ALABAMA  
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anita Overton, whose name is signed to the foregoing conveyance, and who is 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 official seal this 4th day of December, 2006.

  
Notary Public

*My Commission expires October 26, 2009*



## REAL ESTATE MORTGAGE NOTE

\$104,741.53

Shelby County, Alabama December 4, 2006

The undersigned, for value received, promise(s) to pay to the order of John Kenneth Whitfield, III and Allen E. Whitfield the sum of One Hundred Four Thousand Seven Hundred Forty-one and 53/100 Dollars (\$104,741.53), together with interest upon the unpaid portion thereof from date at the rate of zero per cent (0%) per annum if paid according to its terms, on or before April 20, 2008, payable at 49700 Highway 25, Sterrett, AL, or at such other place or places as the owner or holder hereof may from time to time designate. Said sum shall bear interest at the rate of Eight per cent (8%) per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, the holder hereof shall have the right and option to declare the entire indebtedness secured thereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

This note may be prepaid in whole or in part at any time without penalty.

This note is given, executed and delivered under the seal of the undersigned.

The sum payable by the terms of this note represents advance payments and rent paid by John Kenneth Whitfield, III and Allen E. Whitfield to or on behalf of the undersigned pursuant to a Lease Purchase Agreement between the parties, including specifically paragraph 6 of said agreement. If the purchase is consummated as provided in said agreement, the obligation evidenced by this note and secured by the mortgage shall be deducted from the purchase price as provided in said agreement; otherwise, this note and the mortgage shall remain in full force and effect.

Anita Overton 12-4-06  
Anita Overton



20061206000590480 4/4 \$157.20  
Shelby Cnty Judge of Probate, AL  
12/06/2006 09:37:28AM FILED/CERT

That certain tract of land described as beginning at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 19, Township 18, Range 2, East, and run thence West along the South line of Section 19, a distance of 250 feet more or less to the East right of way line of Public Highway No. 21 (now highway 25) as the same is now located; run thence in a Northerly direction along the Easterly right of way line of said Public Highway No. 21 (now Hwy 25) as now located, a distance of 200 feet, run thence in an Easterly direction to a point of the East line of said Southwest Quarter of said Section 19, at a point 200 feet north of the point of beginning; run thence South along the East line of said forty acres a distance of 200 feet to the point of beginning; and all being situated in Shelby County, Alabama.

Shelby County, AL 12/06/2006  
State of Alabama

Deed Tax: \$105.00

Inst # 2000-27042

08/09/2000-27042  
09:49 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJ1 16.00