

This instrument prepared by
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2700 Highway 280 East, Suite 205W
Birmingham, AL 35223

20061215000610490 1/3 \$107.00
Shelby Cnty Judge of Probate, AL
12/15/2006 07:13:36AM FILED/CERT

MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That whereas

RANDY JOEL HARPER, a married man, and wife, MARY RAINES HARPER
(hereinafter called "Mortgagors", whether one or more) are justly indebted to

HARRY McDOWELL and HAROLD L. RIDGEWAY

(hereinafter called "Mortgagee", whether one or more), in the sum of Sixty Thousand Dollars (\$60,000.00) evidenced by a Promissory Note of even date herewith.

And, Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOT THEREFORE, in consideration of the premises, said Mortgagors,

RANDY JOEL HARPER, a married man, and wife, MARY RAINES HARPER

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, State of Alabama, to wit:

Lots 1, 2, 3 and 4 of the Carl H. Raines Irrevocable Granddaughters' Trust Family Subdivision, as recorded in Map Book 28 page 57, in the Probate Office of Shelby County, Alabama; the same being formerly described as follows:

A part of the NE 1/4 of NW 1/4 of Section 25, Township 19, Range 3 West, described as follows: Begin on the west line of said forty acres where the Old Montgomery Road crosses said West line and run North 756 feet to the NW corner of said forty; thence East 745 feet to the NW corner of the lot sold to D. O. Hogue; thence South 756 feet to said Old Montgomery Road; thence West 745 feet to the point of the beginning. Mineral and mining rights excepted.

This Mortgage supplements that recorded in the Probate Office of Shelby County, Alabama, at Pg 1/16 507 00 on 07/08/2003 and re-recorded at Pg 1/19 66 00 on 08/06/2003 and a Rider and Amendment To Mortgage recorded in the Probate Office of Shelby County, Alabama, at Pg 19/19 66 00 on 08/06/2003

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, 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 interest 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 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.

Upon condition, however, that if the said Mortgagors pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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 incumbrance 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 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: 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 Mortgagors 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 agree to pay a reasonable

attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned RANDY JOEL HARPER, a married man, and wife, MARY RAINES HARPER, have hereunto set their signatures and seals, this 21st day of November, 2006.

 (Seal)
RANDY JOEL HARPER

 (Seal)
MARY RAINES HARPER

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RANDY JOEL HARPER, a married man, and wife, MARY RAINES HARPER, 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of November, 2006.



Notary Public

My Commission expires **MY COMMISSION EXPIRES MAY 12, 2009**