


This instrument was prepared by:  
Michael T. Atchison, Attorney At Law, Inc.  
PO Box 822, Columbiana, AL 35051

  
20070515000227700 1/5 \$98.00  
Shelby Cnty Judge of Probate, AL  
05/15/2007 03:17:27PM FILED/CERT

## MORTGAGE DEED

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

*single man*  
Daniel Howard Holcombe, (hereinafter called "Mortgagors", whether one or more are justly indebted to

Josephine Holcombe, (hereinafter called "Mortgagee", whether one or more), in the sum of FIFTY THOUSAND DOLLARS and NO/100 (\$50,000.00) evidenced by a real estate mortgage note of even date.

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

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

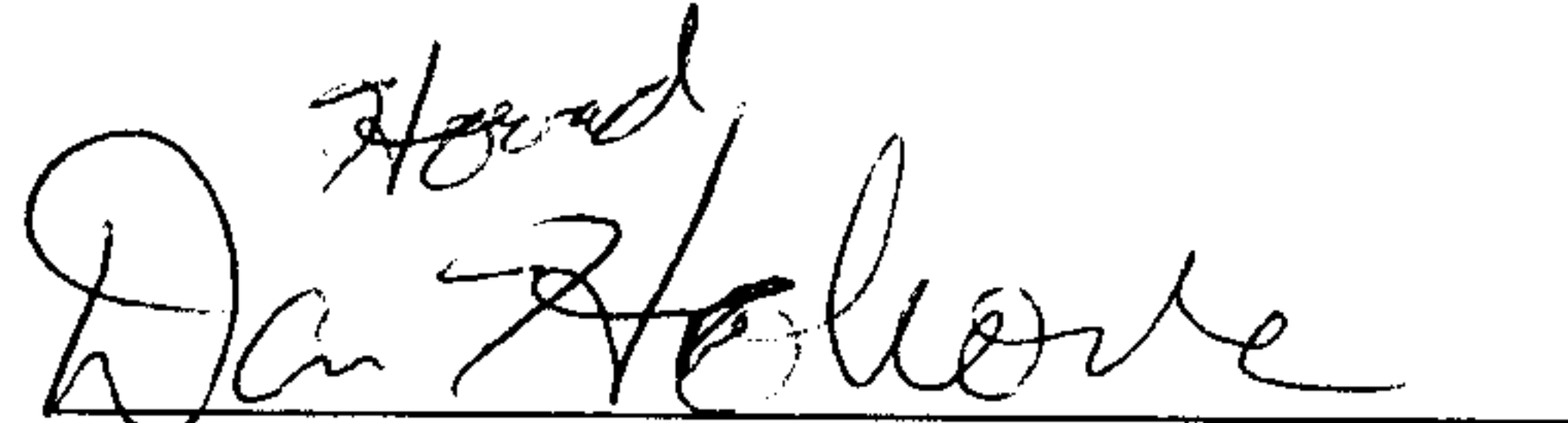
Lot 5, according to the Survey of L.N. Wyatt Subdivision No. 1, as recorded in Map Book 3, Page 129, in the Probate Office of Shelby County, Alabama.

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 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, 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 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 Mortgagor 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 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 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 Mortgagor and 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, Daniel Howard Holcombe, has hereunto set his signature and seal, this 1<sup>st</sup> day of May, 2007.

  
Daniel Howard Holcombe

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Daniel Howard Holcombe, whose name(s) is/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 he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1<sup>st</sup> day of May, 2007.

  
Notary Public

My commission expires: 10/16/08



# Amortization Schedule

May 3, 2007 4:40 pm

20070515000227700 3/5 \$98.00  
Shelby Cnty Judge of Probate, AL  
05/15/2007 03:17:27PM FILED/CERT

This loan amortization schedule has been provided using information supplied by the customer. The information herein is believed to be accurate, but warranty thereof is neither expressed nor implied.

Loan Number:  
Loan Amount: 50,000.00  
Lender: Josephine Holcombe  
Borrower: Daniel Howard Holcombe  
Prepared By: Amanda Bailey

<u>Pmt No.</u>	<u>Payment Date</u>	<u>Interest Rate</u>	<u>Payment Amount</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Remaining Balance</u>
1	05/01/2007	8.0000	606.64	273.31	333.33	49,726.69
2	06/01/2007	8.0000	606.64	275.13	331.51	49,451.56
3	07/01/2007	8.0000	606.64	276.96	329.68	49,174.60
4	08/01/2007	8.0000	606.64	278.81	327.83	48,895.79
5	09/01/2007	8.0000	606.64	280.67	325.97	48,615.12
6	10/01/2007	8.0000	606.64	282.54	324.10	48,332.58
7	11/01/2007	8.0000	606.64	284.42	322.22	48,048.16
8	12/01/2007	8.0000	606.64	286.32	320.32	47,761.84
2007 Total:			4,853.12	2,238.16	2,614.96	47,761.84
9	01/01/2008	8.0000	606.64	288.23	318.41	47,473.61
10	02/01/2008	8.0000	606.64	290.15	316.49	47,183.46
11	03/01/2008	8.0000	606.64	292.08	314.56	46,891.38
12	04/01/2008	8.0000	606.64	294.03	312.61	46,597.35
13	05/01/2008	8.0000	606.64	295.99	310.65	46,301.36
14	06/01/2008	8.0000	606.64	297.96	308.68	46,003.40
15	07/01/2008	8.0000	606.64	299.95	306.69	45,703.45
16	08/01/2008	8.0000	606.64	301.95	304.69	45,401.50
17	09/01/2008	8.0000	606.64	303.96	302.68	45,097.54
18	10/01/2008	8.0000	606.64	305.99	300.65	44,791.55
19	11/01/2008	8.0000	606.64	308.03	298.61	44,483.52
20	12/01/2008	8.0000	606.64	310.08	296.56	44,173.44
2008 Total:			7,279.68	3,588.40	3,691.28	44,173.44
21	01/01/2009	8.0000	606.64	312.15	294.49	43,861.29
22	02/01/2009	8.0000	606.64	314.23	292.41	43,547.06
23	03/01/2009	8.0000	606.64	316.33	290.31	43,230.73
24	04/01/2009	8.0000	606.64	318.44	288.20	42,912.29
25	05/01/2009	8.0000	606.64	320.56	286.08	42,591.73
26	06/01/2009	8.0000	606.64	322.70	283.94	42,269.03
27	07/01/2009	8.0000	606.64	324.85	281.79	41,944.18
28	08/01/2009	8.0000	606.64	327.01	279.63	41,617.17
29	09/01/2009	8.0000	606.64	329.19	277.45	41,287.98
30	10/01/2009	8.0000	606.64	331.39	275.25	40,956.59
31	11/01/2009	8.0000	606.64	333.60	273.04	40,622.99
32	12/01/2009	8.0000	606.64	335.82	270.82	40,287.17
2009 Total:			7,279.68	3,886.27	3,393.41	40,287.17
33	01/01/2010	8.0000	606.64	338.06	268.58	39,949.11
34	02/01/2010	8.0000	606.64	340.31	266.33	39,608.80
35	03/01/2010	8.0000	606.64	342.58	264.06	39,266.22
36	04/01/2010	8.0000	606.64	344.87	261.77	38,921.35
37	05/01/2010	8.0000	606.64	347.16	259.48	38,574.19
38	06/01/2010	8.0000	606.64	349.48	257.16	38,224.71
39	07/01/2010	8.0000	606.64	351.81	254.83	37,872.90
40	08/01/2010	8.0000	606.64	354.15	252.49	37,518.75
41	09/01/2010	8.0000	606.64	356.51	250.13	37,162.24
42	10/01/2010	8.0000	606.64	358.89	247.75	36,803.35
43	11/01/2010	8.0000	606.64	361.28	245.36	36,442.07
44	12/01/2010	8.0000	606.64	363.69	242.95	36,078.38
2010 Total:			7,279.68	4,208.79	3,070.89	36,078.38
45	01/01/2011	8.0000	606.64	366.12	240.52	35,712.26
46	02/01/2011	8.0000	606.64	368.56	238.08	35,343.70



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Loan Amount: 50,000.00  
Lender: Josephine Holcombe  
Borrower: Daniel Howard Holcombe  
Prepared By: Amanda Bailey

<u>Pmt No.</u>	<u>Payment Date</u>	<u>Interest Rate</u>	<u>Payment Amount</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Remaining Balance</u>
47	03/01/2011	8.0000	606.64	371.02	235.62	34,972.68
48	04/01/2011	8.0000	606.64	373.49	233.15	34,599.19
49	05/01/2011	8.0000	606.64	375.98	230.66	34,223.21
50	06/01/2011	8.0000	606.64	378.49	228.15	33,844.72
51	07/01/2011	8.0000	606.64	381.01	225.63	33,463.71
52	08/01/2011	8.0000	606.64	383.55	223.09	33,080.16
53	09/01/2011	8.0000	606.64	386.11	220.53	32,694.05
54	10/01/2011	8.0000	606.64	388.68	217.96	32,305.37
55	11/01/2011	8.0000	606.64	391.27	215.37	31,914.10
56	12/01/2011	8.0000	606.64	393.88	212.76	31,520.22
2011 Total:			7,279.68	4,558.16	2,721.52	31,520.22
57	01/01/2012	8.0000	606.64	396.51	210.13	31,123.71
58	02/01/2012	8.0000	606.64	399.15	207.49	30,724.56
59	03/01/2012	8.0000	606.64	401.81	204.83	30,322.75
60	04/01/2012	8.0000	606.64	404.49	202.15	29,918.26
61	05/01/2012	8.0000	606.64	407.18	199.46	29,511.08
62	06/01/2012	8.0000	606.64	409.90	196.74	29,101.18
63	07/01/2012	8.0000	606.64	412.63	194.01	28,688.55
64	08/01/2012	8.0000	606.64	415.38	191.26	28,273.17
65	09/01/2012	8.0000	606.64	418.15	188.49	27,855.02
66	10/01/2012	8.0000	606.64	420.94	185.70	27,434.08
67	11/01/2012	8.0000	606.64	423.75	182.89	27,010.33
68	12/01/2012	8.0000	606.64	426.57	180.07	26,583.76
2012 Total:			7,279.68	4,936.46	2,343.22	26,583.76
69	01/01/2013	8.0000	606.64	429.41	177.23	26,154.35
70	02/01/2013	8.0000	606.64	432.28	174.36	25,722.07
71	03/01/2013	8.0000	606.64	435.16	171.48	25,286.91
72	04/01/2013	8.0000	606.64	438.06	168.58	24,848.85
73	05/01/2013	8.0000	606.64	440.98	165.66	24,407.87
74	06/01/2013	8.0000	606.64	443.92	162.72	23,963.95
75	07/01/2013	8.0000	606.64	446.88	159.76	23,517.07
76	08/01/2013	8.0000	606.64	449.86	156.78	23,067.21
77	09/01/2013	8.0000	606.64	452.86	153.78	22,614.35
78	10/01/2013	8.0000	606.64	455.88	150.76	22,158.47
79	11/01/2013	8.0000	606.64	458.92	147.72	21,699.55
80	12/01/2013	8.0000	606.64	461.98	144.66	21,237.57
2013 Total:			7,279.68	5,346.19	1,933.49	21,237.57
81	01/01/2014	8.0000	606.64	465.06	141.58	20,772.51
82	02/01/2014	8.0000	606.64	468.16	138.48	20,304.35
83	03/01/2014	8.0000	606.64	471.28	135.36	19,833.07
84	04/01/2014	8.0000	606.64	474.42	132.22	19,358.65
85	05/01/2014	8.0000	606.64	477.58	129.06	18,881.07
86	06/01/2014	8.0000	606.64	480.77	125.87	18,400.30
87	07/01/2014	8.0000	606.64	483.97	122.67	17,916.33
88	08/01/2014	8.0000	606.64	487.20	119.44	17,429.13
89	09/01/2014	8.0000	606.64	490.45	116.19	16,938.68
90	10/01/2014	8.0000	606.64	493.72	112.92	16,444.96
91	11/01/2014	8.0000	606.64	497.01	109.63	15,947.95
92	12/01/2014	8.0000	606.64	500.32	106.32	15,447.63
2014 Total:			7,279.68	5,789.94	1,489.74	15,447.63

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<u>Pmt No.</u>	<u>Payment Date</u>	<u>Interest Rate</u>	<u>Payment Amount</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Remaining Balance</u>
93	01/01/2015	8.0000	606.64	503.66	102.98	14,943.97
94	02/01/2015	8.0000	606.64	507.01	99.63	14,436.96
95	03/01/2015	8.0000	606.64	510.39	96.25	13,926.57
96	04/01/2015	8.0000	606.64	513.80	92.84	13,412.77
97	05/01/2015	8.0000	606.64	517.22	89.42	12,895.55
98	06/01/2015	8.0000	606.64	520.67	85.97	12,374.88
99	07/01/2015	8.0000	606.64	524.14	82.50	11,850.74
100	08/01/2015	8.0000	606.64	527.64	79.00	11,323.10
101	09/01/2015	8.0000	606.64	531.15	75.49	10,791.95
102	10/01/2015	8.0000	606.64	534.69	71.95	10,257.26
103	11/01/2015	8.0000	606.64	538.26	68.38	9,719.00
104	12/01/2015	8.0000	606.64	541.85	64.79	9,177.15
2015 Total:			7,279.68	6,270.48	1,009.20	9,177.15
105	01/01/2016	8.0000	606.64	545.46	61.18	8,631.69
106	02/01/2016	8.0000	606.64	549.10	57.54	8,082.59
107	03/01/2016	8.0000	606.64	552.76	53.88	7,529.83
108	04/01/2016	8.0000	606.64	556.44	50.20	6,973.39
109	05/01/2016	8.0000	606.64	560.15	46.49	6,413.24
110	06/01/2016	8.0000	606.64	563.89	42.75	5,849.35
111	07/01/2016	8.0000	606.64	567.64	39.00	5,281.71
112	08/01/2016	8.0000	606.64	571.43	35.21	4,710.28
113	09/01/2016	8.0000	606.64	575.24	31.40	4,135.04
114	10/01/2016	8.0000	606.64	579.07	27.57	3,555.97
115	11/01/2016	8.0000	606.64	582.93	23.71	2,973.04
116	12/01/2016	8.0000	606.64	586.82	19.82	2,386.22
2016 Total:			7,279.68	6,790.93	488.75	2,386.22
117	01/01/2017	8.0000	606.64	590.73	15.91	1,795.49
118	02/01/2017	8.0000	606.64	594.67	11.97	1,200.82
119	03/01/2017	8.0000	606.64	598.63	8.01	602.19
120	04/01/2017	8.0000	606.20	602.19	4.01	0.00
2017 Total:			2,426.12	2,386.22	39.90	0.00
Grand Total:			72,796.36	50,000.00	22,796.36	50,000.00