


This Instrument was prepared by:
WALLACE, ELLIS, FOWLER & HEAD
P. O. Box 587
Columbiana, AL 35051


20070529000247120 1/2 \$269.00
Shelby Cnty Judge of Probate, AL
05/29/2007 09:38:26AM FILED/CERT

MORTGAGE

STATE OF ALABAMA }
COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Roy H. Hadaway and wife, June A. Hadaway (hereinafter called "Mortgagors", whether one or more) are justly indebted, to **SABRA F. CARDEN and the ESTATE OF NOVA PUTMAN ISBELL, deceased** (hereinafter called "Mortgagee", whether one or more), in the sum of **One Hundred Seventy Thousand Dollars (\$170,000.00)**, as evidenced by one Real Estate Mortgage and Promissory Note of this date in the amount of \$170,000.00, together with interest upon the unpaid portion thereof from date at the rate of six percent (6%) per annum until said sum is paid in full, said \$170,000.00 being due and payable as follows: Due and payable on the 24th day of May, 2008, being one (1) year from date of closing.

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

NOW THEREFORE, in consideration of the premises, said Mortgagors, **Roy H. Hadaway and wife, June A. Hadaway**, 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:

Lot 4, according to Map of COUNTRY CLUB ESTATES, PHASE I, as recorded in Map Book 10, Page 36, in the Probate Office of Shelby County, Alabama.
Situated in Shelby County, Alabama.

Subject to the following:

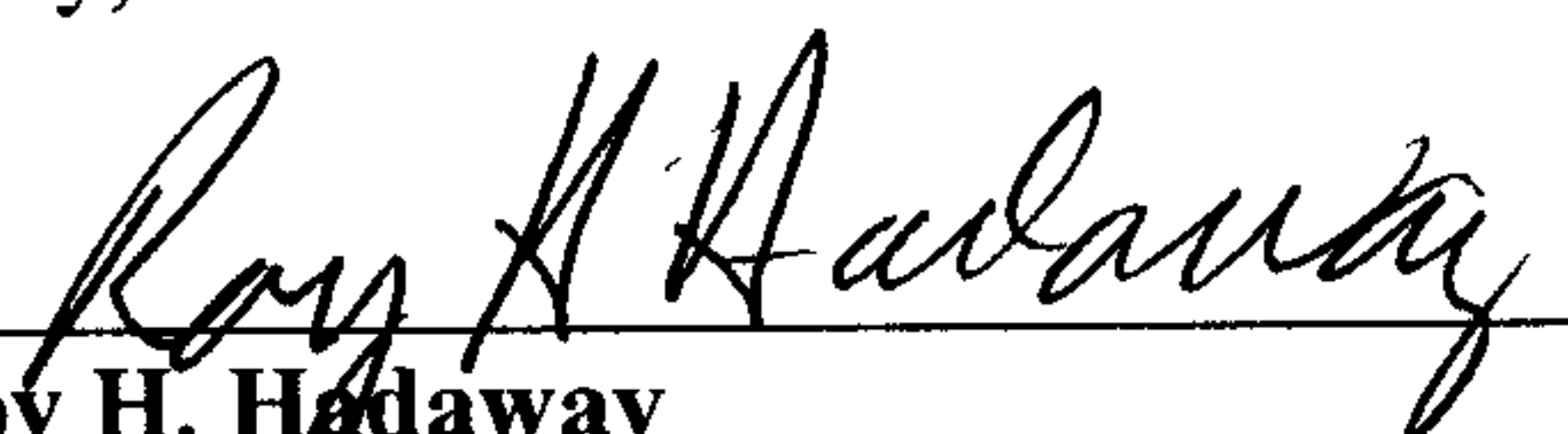
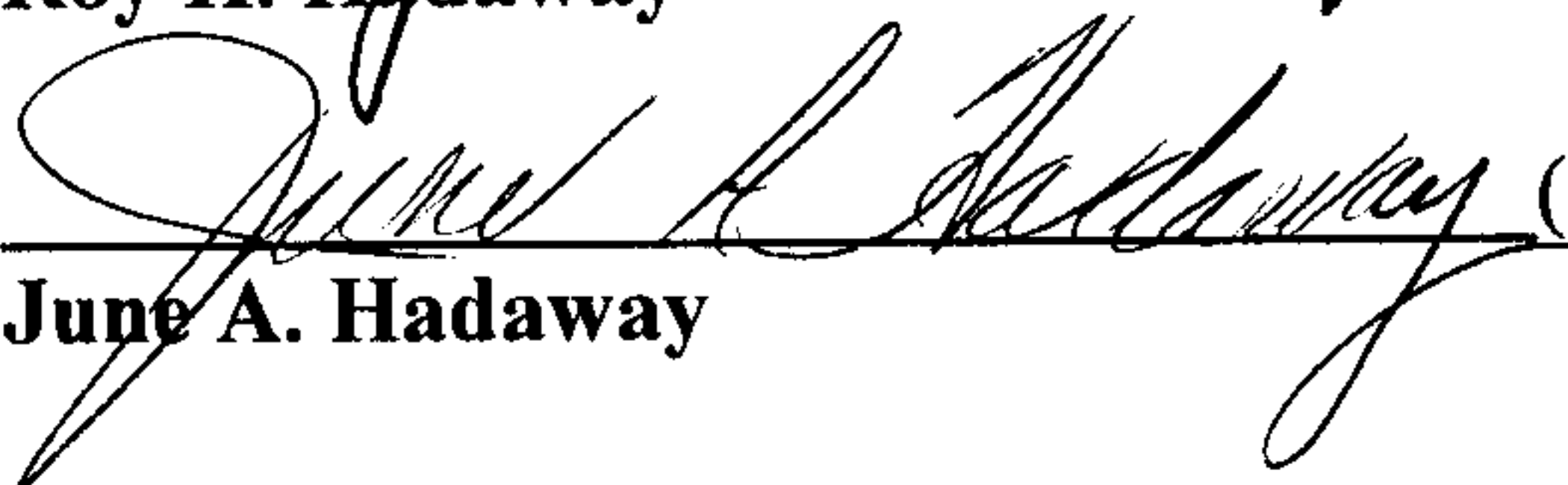
1. Taxes for 2007 and subsequent years. 2007 ad valorem taxes are a lien but not due and payable until October 1, 2007.
2. Restrictive covenants as recorded in Real Record 172, Page 933, in Probate Office.
3. Transmission line permits to Alabama Power Company as recorded in Deed Book 185, Page 128; and Deed Book 323, Page 131, in Probate Office.
4. Easement to City of Calera as recorded in Deed Book 161, Page 342, in Probate Office.
5. 10-foot utility easement on the North side of said lot as shown on recorded map of said subdivision.

Mortgagors shall have the right to prepay all or any part of the above stated indebtedness at any time, without penalty, by paying such amount of prepayment plus accrued interest as of such prepayment date.

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 therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery or otherwise, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

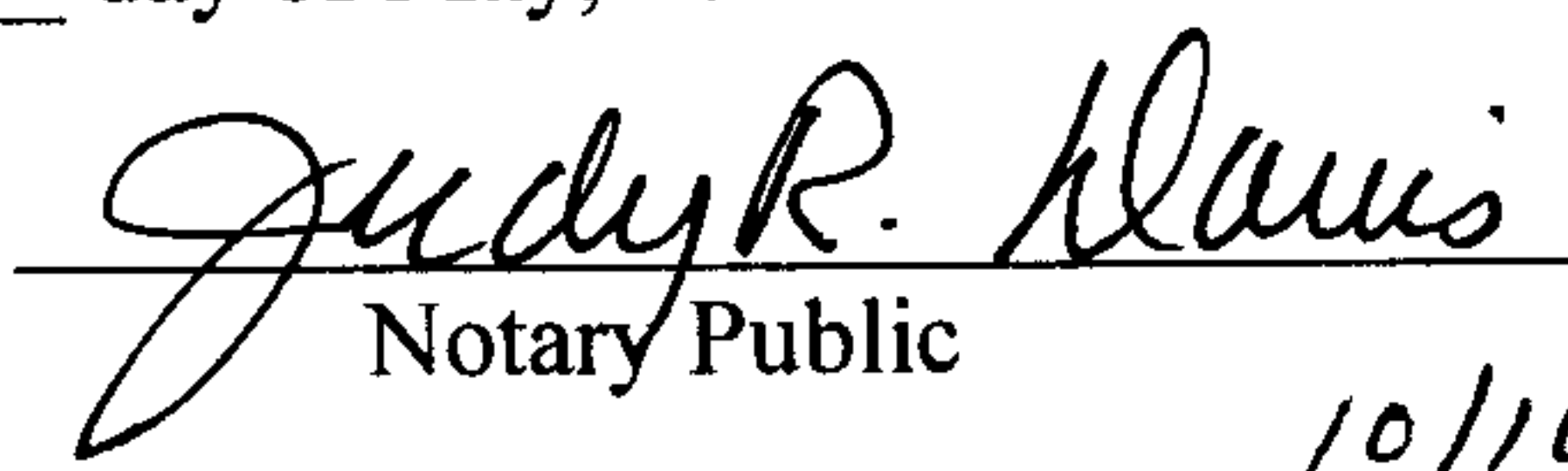
IN WITNESS WHEREOF the undersigned, **Roy H. Hadaway and wife, June A. Hadaway** have hereunto set their signatures and seal, this 24 day of May, 2007.

 (SEAL)
Roy H. Hadaway
 (SEAL)
June A. Hadaway

THE STATE OF ALABAMA }
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Roy H. Hadaway and wife, June A. Hadaway** 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 24th day of May, 2007.

 (SEAL)
Notary Public
10/10/2010