

This instrument was prepared by

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20080214000060310 1/3 \$167.00
Shelby Cnty Judge of Probate, AL
02/14/2008 09:01:54AM FILED/CERT

MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JANICE SEAMAN, an unmarried woman

(herein called "Mortgagor", whether one or more) are justly indebted to

JAN MULLIS HARBOUR

(herein called "Mortgagee", whether one or more), in the sum of **ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00)**, evidenced by Promissory Note executed on even date herewith.

And Whereas, Mortgagor 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 Mortgagor,

JANICE SEAMAN

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:

A part of the Northwest section of Block 47 of Reynolds Addition to Montevallo as recorded in Map Book 3, Page 37, in the Office of the Judge of Probate of Shelby County, Alabama, described by metes and bounds as follows:

Beginning at the northwesterly most corner of Block 47 of Reynolds Addition to Montevallo, recorded in Map Book 3, Page 37, Office of the Probate Judge of Shelby County, Alabama and run thence South 37 degrees 39 minutes 22 seconds East along the easterly margin of Shelby Street a distance of 221.80 feet to a found capped rebar corner; thence run North 52 degrees 45 minutes 18 seconds east a distance of 150.20 feet to a corner in an existing tree; thence North 37 degrees 14 minutes 42 seconds West a distance of 3.00 feet to a set half inch steel rebar corner; thence run North 51 degrees 39 minutes 12 seconds East, a distance of 24.10 feet to a found steel rebar corner; thence run North 38 degrees 00 minutes 24 seconds West a distance of 219.68 feet to a found rebar corner on the southerly margin of Island Street; thence run South 52 degrees 18 minutes 55 seconds West along the southerly margin of said Island Street, a distance of

172.97 feet to the point of beginning. According to the survey of S.M. Allen, dated February 12, 2008.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

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 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; lightening 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 inure 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 sums 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 subject to foreclosure as now provided by the 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, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned **JANICE SEAMAN**, has hereto set its signature and seal, this 13th day of Feb., 2008.

Janice Seaman
JANICE SEAMAN



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Shelby Cnty Judge of Probate, AL
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THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **JANICE SEAMAN** is signed to the foregoing Mortgage, and who is known to me acknowledged before me on this day, that being informed of the contents of the Mortgage, she executed the same voluntarily on the say the same bears date.

Given under my hand and official seal this 13th day of Feb., 2008.

[Signature]
Notary Public
My commission expires: 8/13/04