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

MORTGAGE

THIS INDENTURE, made and entered into on this the 5 day of August, 2009, by and between **Donna George Curtis, an unmarried person, and Patricia Jean McManis, a married person**, hereinafter called Mortgagor (whether singular or plural); and **Kennedy Revocable Trust**, hereinafter called Mortgagee (whether singular or plural);

WITNESSETH: THAT WHEREAS, the said **Donna George Curtis and Patricia Jean McManis**, have become justly indebted to Mortgagee in the sum of Three Hundred Ninety Four Thousand Dollars and no/100 (\$394,000.00) which bears interest from date at the rate of **Three and 50/100 (3.50%)** percent per annum and which is evidenced by a Real Estate Note of even date herewith, due and payable on August 1, 2010.

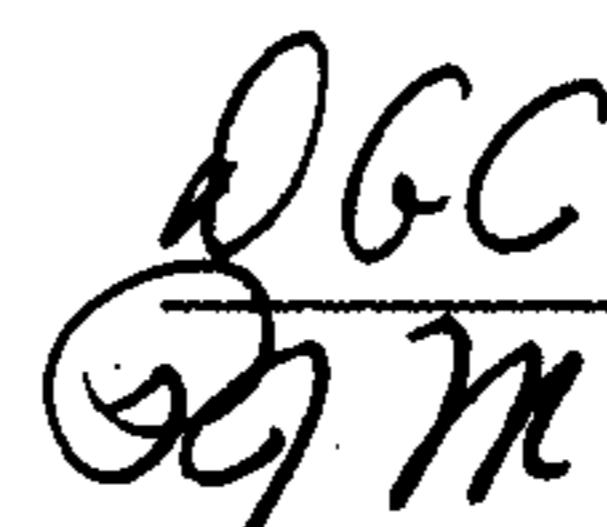
Now, THEREFORE IN CONSIDERATION of said indebtedness and in order to secure the same, Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

See legal description attached hereto and incorporated herein by reference as Exhibit "A".

TO HAVE AND TO HOLD this property, together with all and singular the improvements, now or hereafter erected on the property and all rights, easements, rents, tenements, hereditament, and appurtenances thereunto belonging or in anywise appertaining, unto Mortgagee, and Mortgagee's heirs or successors and assigns, in fee simple. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property".

And Mortgagor does hereby covenant with Mortgagee that Mortgagor is lawfully seized in fee of said premises; that Mortgagor have a good right to sell and convey the same; that said premises are free from encumbrances; and that Mortgagor warrants, and will forever defend the title to and the possession of said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void.


(Initials)

*****The proceeds of this mortgage loan have been applied toward the purchase price of the subject property and conveyed simultaneously herewith.*****

If however, default is made in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereof, or if default is made in the payment of any installment due on any prior lien, mortgage or encumbrance, or if any covenant in this mortgage is not kept, or if Mortgagor be adjudicated a bankrupt, (the term "Mortgagor" as used in this sentence has reference singularly, as well as jointly, to all parties who execute this mortgage), then, at the election of Mortgagee, the entire indebtedness hereby shall become immediately due and payable, whether due by the terms hereof or not, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and Mortgagee, Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the North door of the courthouse of Calhoun County, Alabama, after giving notice of the time, place and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at two public places in said County.

In case of sale under the power herein contained, Mortgagee or any person authorized in writing by Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest and claim of Mortgagor in and to said premises, either at law or in equity. Mortgagee may purchase said property at any sale hereunder and acquire title hereto as could a stranger.

Out of the proceeds of sale Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee, secondly, the amount of the indebtedness due and owing to Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to Mortgagor, or Mortgagor's heirs or assigns.

If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

Mortgagor covenants that Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with Mortgagee, and that Mortgagor will insure and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured in some company acceptable to Mortgagee, with Mortgagee as loss payee and any loss payable to Mortgagee as Mortgagee's interest may appear, and will deposit with Mortgagee the policies evidencing such insurance, and that Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, Mortgagee may, in addition to any and all other rights and remedies on account of such failure, at Mortgagee's option, either pay said taxes and assessments and

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purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them, and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described, or Mortgagee may, at Mortgagee's election, proceed to foreclose this mortgage, as it hereinabove provided.

The property pledged as security under this Mortgage cannot be transferred and/or assigned by the Mortgagor nor can their Mortgage be assumed by a third party.

IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal on this, the day and year first above written.

Donna George Curtis
Donna George Curtis

Patricia Jean McManis
Patricia Jean McManis

STATE OF ALABAMA
COUNTY OF Shelby

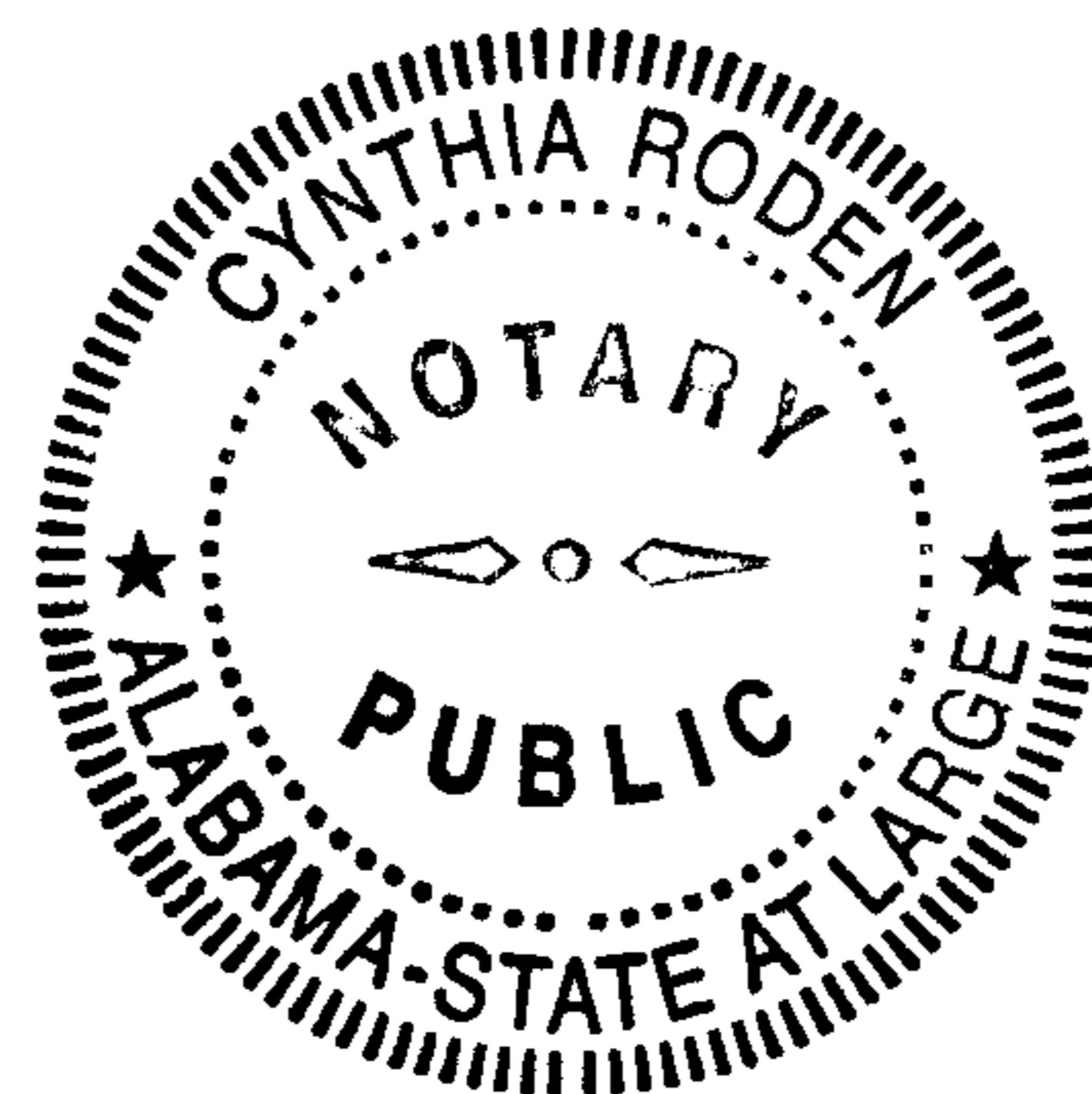
I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Donna George Curtis and Patricia Jean McManis** whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 5th day of August, 2009.

Cynthia Roden
Notary Public

My commission expires: _____
CYNTHIA RODEN
Notary Public, Calhoun County
Alabama State at Large
My Commission Expires
October 10, 2012

THIS INSTRUMENT PREPARED BY:
VAUGHN M. STEWART II
626 LEIGHTON AVENUE, SUITE B
ANNISTON ALABAMA 36207
K9040120



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EXHIBIT "A"

Lot 2, according to the Survey of Kennedy Subdivision, a residential Subdivision, as recorded in map Book 39, Page 96, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

