

*This instrument was prepared by  
Lynn Campisi, P.C.  
Attorney at Law  
3008 Pump House Road  
Birmingham, AL 35243  
(205) 967-1010*

## **MORTGAGE**

THE STATE OF ALABAMA     )  
SHELBY COUNTY            )

Know All Men by These Presents: That Whereas **Eunice L. Rawlings**, *by and through her Power of Attorney W.R. Rawlings*, a widowed woman, (hereinafter called "Mortgagor", whether one or more), in the maximum amount sum of Ten Thousand Dollars (\$10,000.00), evidenced by a promissory note of even date herewith payable on demand.

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

Now therefore, in consideration of the premises, said Mortgagor, **Eunice L. Rawlings**, *by and through her Power of Attorney W.R. Rawlings*, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee, **W.R. Rawlings, Eunice Inez Parsall and Danny Rawlings, Sr.** the following described real estate, situated in Shelby County, State of Alabama, to-wit:

**SEE LEGAL DESCRIPTION ATTACHED HERETO.**

**Less and Except Mineral and Mining Rights.**

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 the interest thereon 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 premise 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 amount 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it, this, the 26<sup>th</sup> day of February, 2010.

WITNESS:

*Erinice L. Ragsdale*  
By *W.R. Ragsdale* as POA  
BORROWER - MORTGAGOR\*

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BORROWER - MORTGAGOR\*



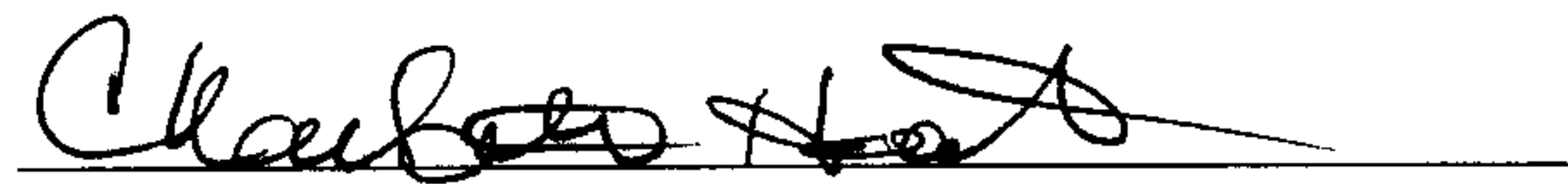
20100726000236840 2/4 \$36.00  
Shelby Cnty Judge of Probate, AL  
07/26/2010 10:56:25 AM FILED/CERT



STATE OF ALABAMA)  
JEFFERSON COUNTY)

On this, the 26th day of February, 2010, I, Charlotte Hooton, a Notary Public in and for said county and in said state, hereby certify that Eunice L. Rawlings, *by and through her Power of Attorney W.R. Rawlings*, a widowed woman, whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, she executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and seal of office this the 26<sup>th</sup> day of February, 2010.



Notary Public

My Commission Expires:

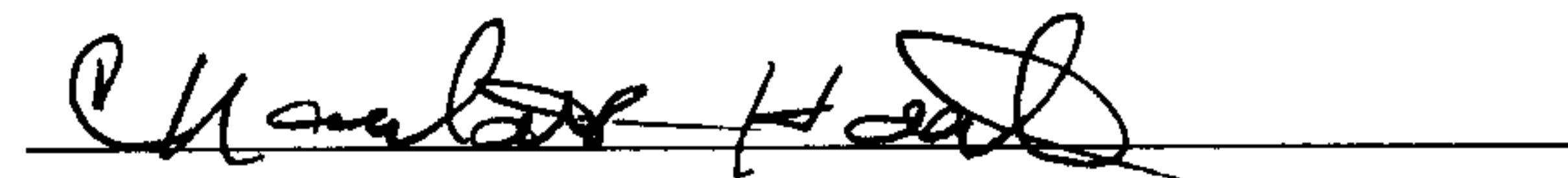
**MY COMMISSION EXPIRES APRIL 19, 2014**

(SEAL)

STATE OF ALABAMA)  
JEFFERSON COUNTY)

On this, the 26th day of February, 2010, I, Charlotte Hooton, a Notary Public in and for said county and in said state, hereby certify that Eunice L. Rawlings, *by and through her Power of Attorney W.R. Rawlings*, whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, she executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and seal of office this the 26th day of February, 2010.



Notary Public

My Commission Expires:

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(SEAL)



20100726000236840 3/4 \$36.00  
Shelby Cnty Judge of Probate, AL  
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## **EXHIBIT A**

Tracts 4, 5, and 10 according to Luquire Survey as recorded in Map Book 7, page 151, in the Probate Records of Shelby County, Alabama.

An undivided 68.61% of that portion of Tract 10, Lying on Section 6, Township 22 South, Range 1 East according to Luquire Survey as recorded in Map Book 7, Page 151, in the Probate Records of Shelby County, Alabama.

The Mortgagor gives blanket lien on 4 parcels, it being the Mortgagor's intent to release all properties upon the payment of Three Thousand Dollars (\$3,000.00).



20100726000236840 4/4 \$36.00  
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