



20090826000966760 1/3
Bk: LR200963 Pg:9312
Jefferson County, Alabama
 I certify this instrument filed on:
 08/26/2009 11:46:54 AM MTG
 Judge of Probate- Alan L. King

THIS INSTRUMENT PREPARED BY:

Larry McClendon, Attorney
 130 North Eighteenth Street
 Bessemer, Alabama 35020

STATE OF ALABAMA

SHELBY COUNTY

) 11.50
) 18.50

MORTGAGE



20101216000424140 1/3 \$25.50
 Shelby Cnty Judge of Probate, AL
 12/16/2010 04:14:45 PM FILED/CERT

③ **KNOW ALL MEN BY THESE PRESENTS**, that whereas the undersigned, **Eleanor P. Posey**, a single woman, is justly indebted to **Carolyn J. Lipscomb** in the sum of **FIVE THOUSAND AND 00/100 Dollars (\$5,000.00)**, together with interest at the rate of eight per-cent (8%) per annum, as evidenced by a promissory note dated August 21, 2009, with 129 monthly installments of \$58.00 each with the first payment due on September 1, 2009, and on the first day of each month thereafter until said sum is paid in full. The note and mortgage is due in full on June 1, 2019, payable at 130 N 18th Street, Bessemer AL 35020, or at such other place or places as the owner or holder hereof may from time to time designate.

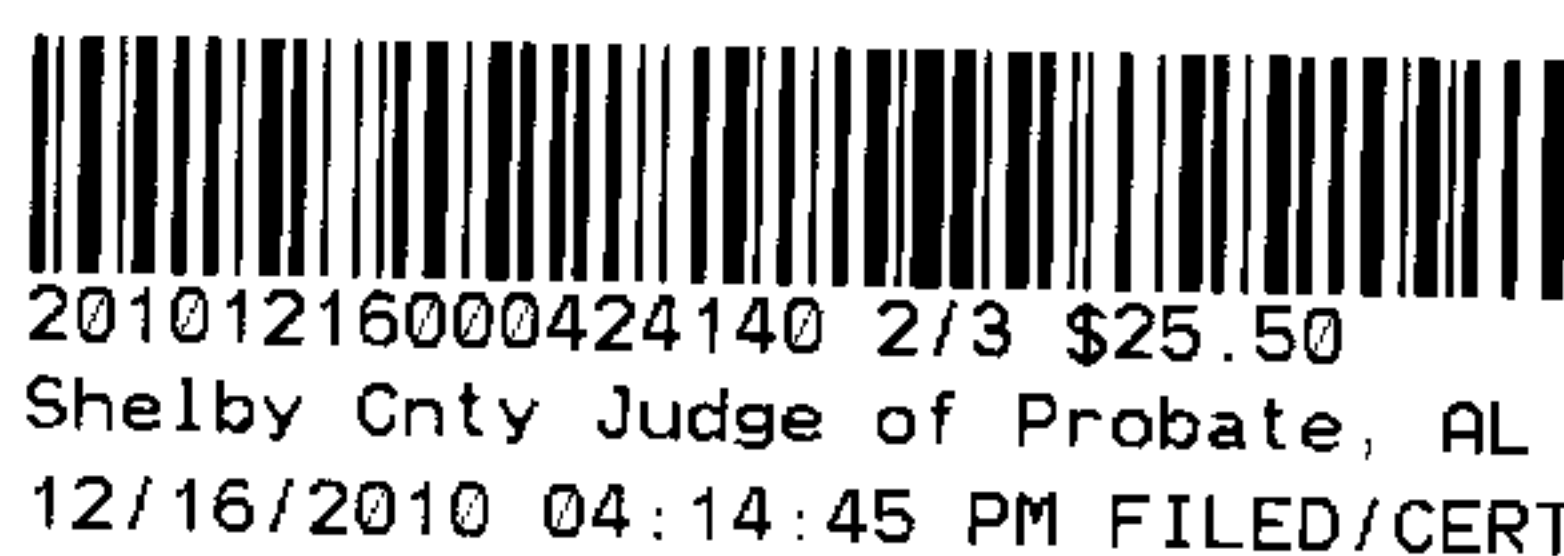
NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same, the undersigned, Eleanor P. Posey, hereinafter called Mortgagor, does grant, bargain, sell and convey unto the said Carolyn J. Lipscomb, hereinafter called Mortgagee the following described real property situated in Shelby County, Alabama, to-wit:

All that part of the SE ¼ of Section 9, Township 19, Range 2 East, that lies South of Spring Creek and East of Baker's Spring Branch. Also, a parcel of land located in the Northeast corner of the NE ¼ of the NE ¼ of Section 16, Township 19, Range 2 East described as follows: Beginning at the Northeast corner of said Section 16 and run thence South 87 deg 30 min West for a distance of 261.4 feet; run thence south 2 deg 30 min East to the North side of the Vincent Public Road; run thence in an Easterly direction along the North right of way line of the Vincent Public Road to the point of intersection with the East line of said Section 16; run thence North along the East line of said Section 16 to the point of beginning; all in said section 16.

ALSO a track of land in the Northwest corner of Section 15, Township 19, Range 2 East, beginning at the North west corner of said Section 15 and run thence South to the North right of way line of the Vincent Public Road; run thence in an Easterly direction along the North right of way line of said Vincent Public Road a distance of 75 feet; run thence North and parallel with the West line of said Section 15 to the North line of said Section 15; run thence West along said North line for a distance of 75 feet to the point of beginning. All being situated in Shelby County, Alabama.

NOTE: This Mortgage is subject to all existing mortgages, encumbrances and liens which are of record through the date hereof, including without limitation a lien by the Internal Revenue Service for past taxes and is further subject to a mortgage to BancorpSouth. It is intended by the parties that this Mortgage be secondary to the interest of any such lien holders.

Please note that this mortgage deed has been prepared without the benefit of a current title search or survey and no representation is made by the person preparing this instrument as to the status of title or encroachments.



At this time the Property has a street address of 31 Forensic Circle, Vincent Alabama 35178.
The property which is the subject of this mortgage is the homestead of the mortgagor.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agree to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insured value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee have the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 Mortgagees 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, Alabama, at Bessemer, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and

empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorneys fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 21st day of August, 2009.

WITNESSES:

Matthew Posey Eleanor P. Posey (Seal)
Angelio J. Dial

STATE OF ALABAMA)
SHELBY COUNTY)

General Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Eleanor P. Posey, whose name 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 day the same bears date.

Given under my hand and official seal this 21st day of August, 2009.

20090826000966760 3/3
Bk: LR200963 Pg:9312
Jefferson County, Alabama
08/26/2009 11:46:54 AM MTG
Fee - \$11.00
Mortgage Tax -\$7.50
Total of Fees and Taxes-\$18.50
CIBESS

Debra McCraw
Notary Public
My Commission Expires:

Debra McCraw
Notary Public State of Alabama at Large
My Commission Expires:
June 11, 2010