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

THIS MORTGAGE, made and entered into on this, the 4th day of January, 2012, by and between Marcia Carden, hereinafter called Mortgagor, whether one or more, and Clyde Henderson, hereinafter called Mortgagee.

WITNESSETH: That the said Mortgagor is justly indebted to said Mortgagee in the principal sum of Four Thousand and 00/100 Dollars ($4,000.00), which is evidences as follows, to-wit: Note of even date herewith payable as provided by the terms of said note.

Now, therefore, in order to secure the above described indebtedness or any renewal thereof, and also to secure any further advances which may be made before the full payment of this debt, said Mortgagor has bargained, sold, and conveyed, and by these presents do hereby grant, bargain, sell, and convey unto said Mortgagee the following described property situated in Shelby County, Alabama, to-wit:

Commence at the NW Corner of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama; thence S 00° 00' 19" W, a distance of 360.08' to the POINT OF BEGINNING; thence N67°26' 23" E, a distance of 189.48'; thence N 52° 43' 19" E, a distance 237.08'; thence S 08° 54' 46" E, a distance of 332.05'; thence N 87° 16' 22" W, a distance of 148.20'; thence N 84° 29' 54" W, a distance of 268.28'; thence N 00° 00' 19" E, a distance of 78.98; to the POINT OF BEGINNING.

Said Parcel containing 1.76 acres, more or less.

ALSO AND INCLUDING a 15' Ingress/Egress, Utility and Drainage Easement, lying 7.5' either side of and parallel to the following described centerline:

Commence at the NW Corner of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama; thence S 00° 00' 19" W, a distance of 360.08'; thence N 67° 26' 23" E, a distance of 189.48' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N 52° 43' 19" E, a distance of 237.08' to the POINT OF ENDING OF SAID CENTERLINE.

TO HAVE AND TO HOLD said real property, together with the tenements and appurtenances thereunto belonging or otherwise appertaining, unto said Mortgagee, his successors and assigns, in fee simple. And said Mortgagor for themselves, their heirs, executors, and administrators, hereby covenant that they are seized of an indefeasible estate in fee simple in and to said real property, and have a good and lawful right to sell and convey the same; that same is free from all liens and encumbrances and they do warrant and will forever defend the title of said property unto said Mortgagee, his successors and assigns, from and against the lawful title, claims, and demands of any and all persons whomsoever.

But this conveyance is made upon the following conditions and stipulations, to-wit:

That said Mortgagor agrees to insure the buildings on said premises, and all other of said mortgaged property which is insurable, in some responsible insurance company or companies against loss by fire, lightning, or windstorms, for a sum equal to the indebtedness hereby secured, with loss payable to said Mortgagee as its interest may appear. Said Mortgagor agrees to regularly assess said mortgaged property for taxation and to pay all taxes and assessments which come due on said mortgaged property during the pendency of this mortgage. If said Mortgagor fails to pay said taxes and assessments or to insure said property as aforesaid, then said Mortgagee may take out such insurance and pay for same, and pay such taxes and assessments, and this conveyance shall stand as security for such payments, with fifteen (15%) interest thereon from the date of payment, and such sums shall be payable to Mortgagee on demand. Said Mortgagor agrees to pay reasonable attorney's fees for collecting the indebtedness hereby secured or for foreclosing this mortgage, either under the powers herein contained or in a court of competent jurisdiction.

Now if said Mortgagor shall keep and perform each and all of said stipulations and agreements and pay all of said indebtedness hereby secured as same becomes payable, including interest thereon, failure to pay any part of said

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indebtedness when same becomes payable or to keep or to perform any stipulations and agreements herein contained making the whole of said indebtedness due and payable at once, then this conveyance shall be null and void; otherwise to remain in full force and effect; and upon failure of said Mortgagor to keep any of said stipulations and agreements or to pay any or all of said indebtedness when same becomes payable, then said Mortgagee may enter upon and take possession of said mortgaged property and after giving at twenty-one (21) days' notice of the time, place, and terms of sale, together with a description of said property, by notice published once a week for three (3) successive weeks in some newspaper in the county where said property or a material part thereof is located, or by posting written notices at three (3) public places in said county, proceed, either in person or by agent, whether in possession or not, to sell said mortgaged property at public outcry to the highest bidder for cash, the proceeds of said sale to be applied as follows: (l) to payment of all costs and expenses of making such sale, including a reasonable attorney's fee for foreclosing this mortgage and collecting said indebtedness; (2) to payment of such sums as have been paid by said Mortgagee for taxes, assessments, and insurance, (3) to the payment of the amount due on said indebtedness with interest, (4) the balance, if any, to be paid to said Mortgagor.

In the event of such sale the auctioneer is hereby empowered, in the name of and as attorney for Mortgagor, to execute a deed to the purchaser at said sale. Said Mortgagee may purchase at such sale as if a stranger to this mortgage. Should said Mortgagor become voluntary or involuntary bankrupts, then the whole of the indebtedness hereby secured may, at the option of said Mortgagee, be declared immediately due and payable.

IN WITNESS WHEREOF, said Mortgagor has hereunto set their hands and seals, on this, the day and year first hereinabove written.

Marcia Carden (SEAL)

STATE OF ALABAMA)

TALLADEGA COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marcia Carden, 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 seal, this, the 4th day of January, 2012.

Linda S. Coleman
NOTARY PUBLIC

This instrument prepared by:
W. T. Campbell, Jr.
Attorney at Law
400 W 3rd Street
Sylacauga, AL 35150