

This instrument was prepared by:
Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051

MORTGAGE

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Carl David Carter, a married man

(hereinafter called "Mortgagors", whether one or more are justly indebted to

James Anthony Mooney

(hereinafter called "Mortgagees", whether one or more),

in the sum of TWENTY SEVEN THOUSAND DOLLARS AND 00/100 (\$27,000.00)
evidenced by a mortgage note.

This is mortgage on real estate.

And whereas, Mortgagees agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Carl David Carter

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in SHELBY County, State of Alabama, to wit:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

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 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 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 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 of Shelby and State of Alabama, 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, **Carl David Carter** have hereunto set their signatures and seals, this 31st day of October, 2023.

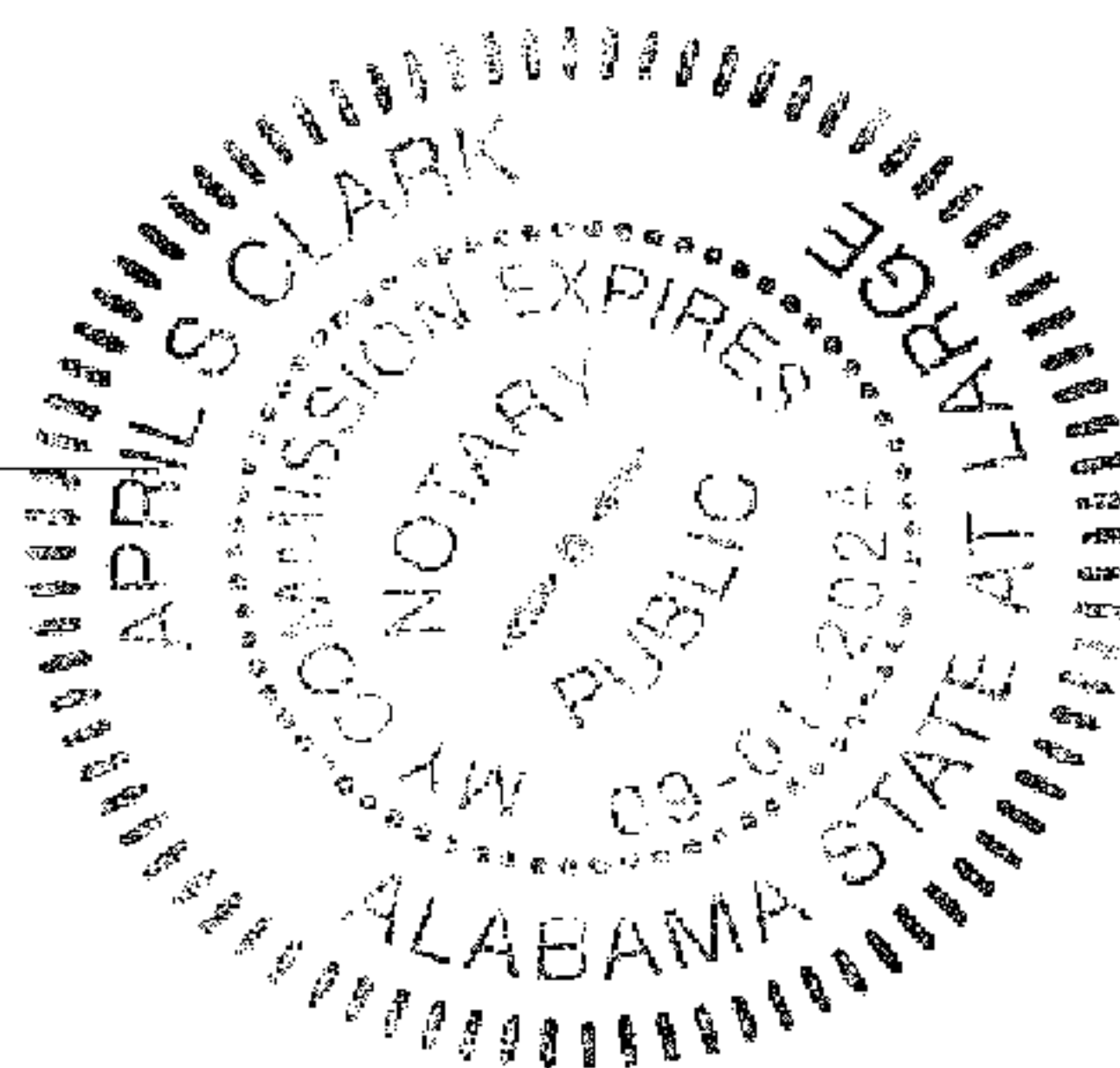
Carl David Carter
Carl David Carter

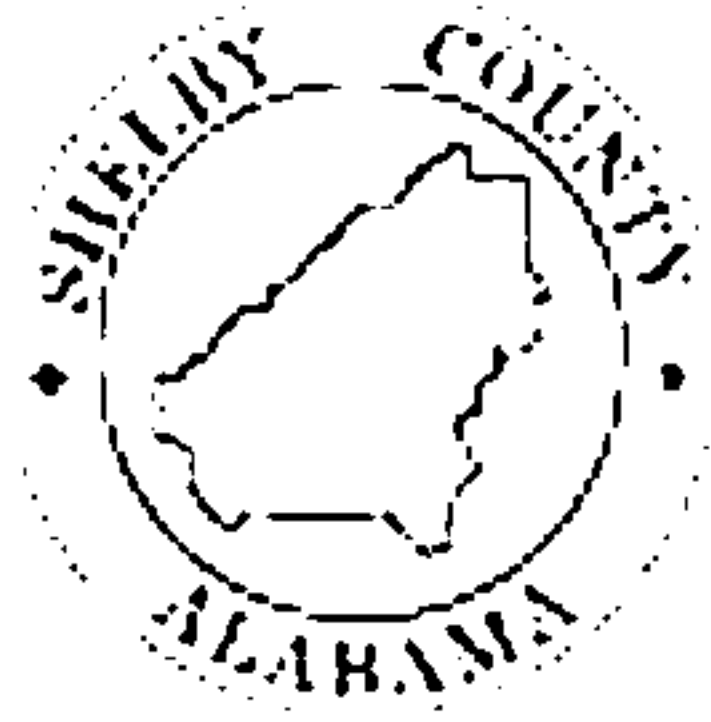
STATE OF ALABAMA)
COUNTY OF SHELBY)

I, a Notary Public in and for said County, in said State, hereby certify that, **Carl David Carter**, whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of October, 2023.

April Clark
Notary Public
My commission expires: 9/1/2024





Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 12/04/2023 10:03:42 AM
 \$71.50 PAYGE
 20231204000348830

Allen S. Bayl

EXHIBIT A LEGAL DESCRIPTION

Parcel I:

Lot No. 13 of B.J. Owen's Addition to the Town of Columbiana, as recorded in Map Book 3, page 76, in the Probate Office of Shelby County, Alabama, being the same property described in and conveyed by deed recorded in Deed Book 177, Page 338, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot Number 1, as shown in survey of Owen's Addition to Columbiana, which is recorded in Map Book 3, Page 76, of the Office of Judge of Probate, Shelby County, Alabama, said survey being made by J.R. McMillen and dated December 17, 1948. LESS AND EXCEPT the East 78.5 feet thereof.

Parcel III:

Commencing at the intersection of the North boundary line of Lauderdale Avenue and the East boundary of Collins Street according to plat of Owen's Addition to Columbiana, Alabama, filed in the Office of the Judge of Probate of Shelby County, Alabama, and run East along the North boundary of the said Lauderdale Avenue 408.4 feet to the West boundary of Lester Street; run thence North 3 degrees 30 minutes West along said street 175 feet to point of beginning of lot herein conveyed; continue thence North along the West boundary of Lester Street 25 feet; thence run West 70 feet; run thence South 25 feet; run thence East 70 feet to point of beginning.

Said descriptions are being combined and are now know as follows:

Lots 1 & 13, BJ Owens Addition to Columbiana as recorded in Map Book 3, Page 76 and adjacent acreage, being described as follows:

Begin at the NE corner of lot 13 of the before said subdivision and run S 86-23'44"- W along the north line of said lot 13 for 139.51 feet, thence run S-13'40' W for 37.85 feet, thence run N 89-53'43' W for 42.03 feet, thence run S 4-21'57' W for 143.89 feet, thence run S 87-45'23' W for 54.00 feet, thence run S3-31'44' E for 147.00 feet to a point on the North right of way line of Lauderdale Street, thence run S89-47'08'E, along said north line for 180.00 feet, thence run N 0-58'56' W for 175.21, thence run N86-27'24' E for 70.39 feet to a point on the West line of Lester Street, thence run N 3-44'08' W, along said line for 84.03 to the POINT OF BEGINNING.