

This instrument prepared by

(Name) A. Eric Johnston, Attorney at Law
(Address) 2220 Highland Avenue, Birmingham, Al. 35255

PURCHASE MONEY MORTGAGE

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS: That Whereas,
COUNTY Shelby } THE KING'S RANCH, INC., a non-profit corporation

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
THOMAS E. OWEN and wife, LINDA L. OWEN

(hereinafter called "Mortgagee", whether one or more), in the sum
of TWENTY FIVE THOUSAND, FIVE HUNDRED and no/100----- Dollars
(\$ 25,500.00, evidenced by Promissory Note

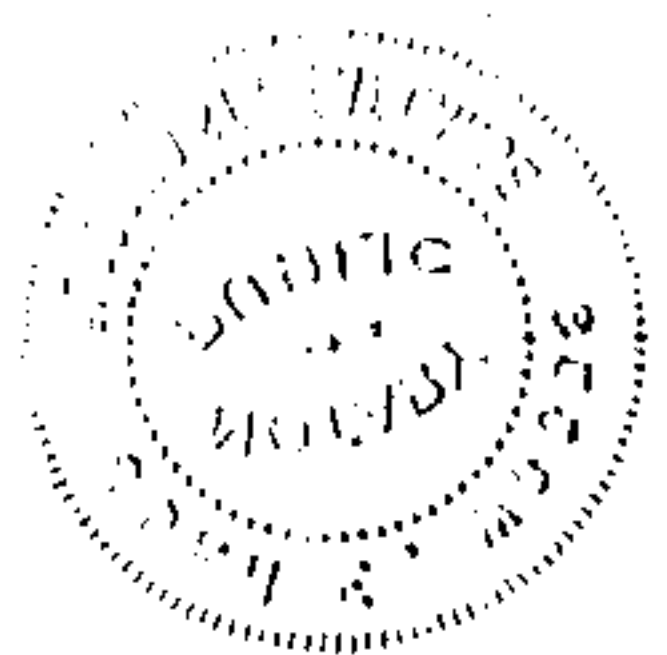
And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof:

NOW THEREFORE, in consideration of the premises, said Mortgagors,
THE KING'S RANCH, INC.

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

See Exhibit "A" attached hereto.

There shall be no pre-payment penalty for this mortgage or the said Promissory Note evidencing it.



Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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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 incumbrance 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 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 amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, 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 THE KING'S RANCH, INC., a non-profit corporation
have hereunto set its signature and seal, this day of October, 1982
THE KING'S RANCH, INC. (SEAL)
By: *[Signature]* (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

THE STATE of _____ COUNTY }
I, _____, a Notary Public in and for said County, in said State,
hereby certify that
whose name _____ signed to the foregoing conveyance, and who _____ known to me acknowledged before me on this day,
that being informed of the contents of the conveyance _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____, 19____
Notary Public.

THE STATE of Alabama
Shelby COUNTY }
I, the undersigned _____, a Notary Public in and for said County, in said State,
hereby certify that Dave Upton, Dale Sitton and A. Eric Johnston
whose name as Directors of THE KING'S RANCH, INC.
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this _____ day of _____, 19____, that
being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.
Given under my hand and official seal, this the _____ day of _____, 19____
[Signature]
NOTARY PUBLIC
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

A. Eric Johnston
Attorney at Law
P.O. Box 3305-A
Return to: Birmingham, AL 35205

MORTGAGE DEED

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

EXHIBIT "A"

The Northeast Diagonal $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Sec. 17, T-20-S, R-1-E, less and except 1.26 acres described as: Commence at the Southeast corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 17, T-20-S, R-1-E, thence run North along the East line of said $\frac{1}{2}$ $\frac{1}{4}$ Section a distance of 832.00 feet; thence turn an angle of 108 deg. 33 min. to the left and run a distance of 172.18 feet; thence turn an angle of 118 deg. 19 min. 12 sec. to the right and run a distance of 163.50 feet; thence turn an angle of 90 deg. 00 min. 00 sec. to the right and run a distance of 20.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 150.00 feet to the point of beginning; thence continue in the same direction a distance of 180.00 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 280.00 feet; thence turn an angle of 73 deg. 08 min. 30 sec. to the right and run a distance of 188.08 feet; thence turn an angle of 106 deg. 51 min. 30 sec. to the right and run a distance of 331.51 feet. Situated in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Sec. 17, T-20-S, R-1-E, Shelby County.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1982 NOV 12 AM 10:41

Thomas P. Shivers, Jr.
JUDGE OF PROBATE

Mtg TAX	38.25
Rec	4.50
Ind	1.00
	<hr/> 43.75