

This instrument was prepared by

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(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Richard L. Sherrell and wife, Elizabeth Sherrell

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

✓ Harold Rich and wife, Nancy Rich

(hereinafter called "Mortgagee", whether one or more), in the sum of THIRTY THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$ 30,400.00), evidenced by one promissory note of even date, in the amount of \$30,400.00 together with interest upon the unpaid portion thereof from date at the rate of 11½% per annum, in monthly installments of \$324.19 payable on the 20th day of each month after date, commencing July 20, 1983 until said sum is paid in full.

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,

Richard L. Sherrell and wife, Elizabeth Sherrell

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:

A lot in the SE¼ of the NE¼ of Section 29, and the SW¼ of the NW¼ of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at the NW corner of Section 28, Township 19 South, Range 1 East; thence run South along the West line of said Section 28, a distance of 2320.50 feet to the point of beginning; thence turn an angle of 138 degrees 10 minutes 37 seconds to the left and run a distance of 235.36 feet; thence turn an angle of 74 degrees 20 minutes 50 seconds to the right and run a distance of 213.45 feet; thence turn an angle of 105 degrees 38 minutes 36 seconds to the right and run a distance of 207.93 feet to the right-of-way line of U. S. Highway 280; thence turn an angle of 74 degrees 21 minutes 24 seconds to the right and run along said right-of-way a distance of 154.13 feet; thence turn an angle of 90 degrees 00 minutes 00 seconds to the left and run along said right-of-way a distance of 41.87 feet to the North margin of Shelby County Road No. 442; thence turn an angle of 86 degrees 30 minutes 16 seconds to the right and run along said County Road, a distance of 72.46 feet; thence turn an angle of 109 degrees 08 minutes 54 seconds to the right and run a distance of 20.64 feet to the point of beginning. Situated in the SE¼ of the NE¼ of Section 29 and the SW¼ of the NW¼ of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.

THIS IS A PURCHASE MONEY MORTGAGE.

Reliance Harold Rich
PO Box 98

Shelby, Ala. 35785

Said property is warranted free from all incumbrances 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 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 Richard L. Sherrell and wife, Elizabeth Sherrell

have hereunto set their signature S and seal, this

15th day of June 19 83
Richard L. Sherrell (SEAL)
Elizabeth Sherrell (SEAL)
(Elizabeth Sherrell) (SEAL)

THE STATE of Alabama
Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard L. Sherrell and wife, Elizabeth Sherrell

whose name S 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 they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 15th day of June 19 83

THE STATE of COUNTY }
I, a Notary Public in and for said County, in said State, hereby certify that

whose name as of a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day 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

Notary Public

TO

MORTGAGE DEED

Return to:

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama