

This instrument was prepared by

(Name) Wallace, Ellis, Head & Fowler, Attorneys

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Form 1-1-22 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ronald Dene Allen and wife, Denise Allen

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

✓ R. H. Allen and wife, Lois Allen  
Route 1, Box 155, Vincent, Alabama 35178

(hereinafter called "Mortgagee", whether one or more), in the sum

of EIGHT THOUSAND, SEVEN HUNDRED & NO/100 Dollars  
(\$ 8,700.00 ), evidenced by one promissory installment note of this date in the amount of  
\$8,700.00, without interest, payable in monthly installments of \$100.00 per month,  
payable on the 1st day of each month after date, commencing August 1, 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,

Ronald Dene Allen and wife, Denise Allen

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 parcel of land containing 18.54 acres, more or less, located in the SW $\frac{1}{4}$  of  
Section 23, Township 18 South, Range 2 East, Shelby County, Alabama, described  
as follows:

Begin at the SW corner of said Section 23; (The South line of said Section 23 has  
an East reference bearing); thence run North 42 deg. 33' 41" East a distance of  
853.90 feet; thence run North 47 deg. 26' 19" West a distance of 211.53 feet; thence  
run North 33 deg. 06' 05" East a distance of 1005.31 feet; thence run South 87 deg.  
24' 38" West a distance of 908.95 feet; thence run South 57 deg. 04' 11" West a  
distance of 60.43 feet to the West Section line; thence run South 00 deg. 26' 52"  
West a distance of 1540.30 feet to the point of beginning;

Also a 20 foot easement between the above described property and the public road.  
Subject to a 20 foot easement for the purpose of ingress, egress and utilities  
across the South portion of the above described parcel.

According to survey of Johnye Horton, Registered Land Surveyor, dated 12-22-82.

Subject to easements and rights of way of record.

This is a Purchase Money Mortgage.

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

have hereunto set OUR signature S and seal, this

12th day of July, 1983

Mortgage Tax 13.05  
3.00  
Ind 1.00  
17.05

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1983 JUL 12 PM 3:42

Ronald Dene Allen (SEAL)  
Denise Allen (SEAL)  
(SEAL)  
(SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY

I, the undersigned

, a Notary Public in and for said County, in said State,

hereby certify that Ronald Dene Allen and wife, Denise Allen

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 12th day of July, 1983.

THE STATE of

COUNTY

, 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

Return to:

TO

MORTGAGE DEED

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

Birmingham, Alabama