

This instrument was prepared by

573

(Name) WALLACE, ELLIS, HEAD & FOWLER

(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,

Hilda Van Landingham

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

Earl Morris and wife, Mary Morris

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

of Forty-four thousand and no/100----- Dollars (\$44,000.00), evidenced by promissory note of this date in like amount with interest thereon at the rate of 13% per annum, payable in monthly installments of Six hundred fifty-six and 98/100 (\$656.98) Dollars each, the first of said installments being due on the 10 day of September, 1984, and monthly thereafter until said sum, plus interest, is paid in full.

Mortgagor shall have the right, after the expiration of twelve months from the date hereof, to prepay all or any part of the principal indebtedness secured hereby without penalty or unearned interest.

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,

Hilda Van Landingham

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:

Commence at the NW corner of the SW 1/4 of the NE 1/4 of Section 24, Township 21 South, Range 1 West; thence run South along the West line of said 1/4-1/4 Section a distance of 849.31 feet to the point of beginning; thence continue South along the West line of said 1/4-1/4 Section a distance of 29.10 feet; thence turn an angle of 120 deg. 40' to the left and run a distance of 464.30 feet; thence turn an angle of 76 deg. 49' to the right and run a distance of 138.51 feet to the North R.O.W. line of the Columbiana Bypass or Alabama Hwy. No. 25; thence turn an angle of 107 deg. 44' to the right and run along said R.O.W. line a distance of 497.30 feet; thence turn an angle of 21 deg. 10' to the right and run along said R.O.W. line a distance of 54.36 feet; thence turn an angle of 21 deg. 10' to the left and run along said R.O.W. line a distance of 299.00 feet; thence turn an angle of 72 deg. 50' to the right and run a distance of 70.40 feet; thence turn an angle of 57 deg. 17' to the right and run a distance of 200.92 feet; thence turn an angle of 77 deg. 35' to the right and run a distance of 273.65 feet to the point of beginning, situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.

LESS AND EXCEPT that certain property conveyed to Jack Vansant and wife, Connie Vansant by deed recorded in Deed Book 258, page 109, in the Probate Records of Shelby County, Alabama.

THIS IS A PURCHASE MONEY MORTGAGE.

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

BOOK 453 PAGE 589

RECORDED

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

Hilda Van Landingham

have hereunto set her signature and seal, this 7th day of August, 1984.

Hilda Van Landingham (SEAL)
Hilda Van Landingham

Mtg TAX 66.00
Fee 5.00
Ins 1.00
12.00

STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED (SEAL)
1984 AUG 8 AM 8:50 (SEAL)

BOOK 453 PAGE 590

THE STATE of Alabama
Shelby

COUNTY } *W. Houston, Jr.*
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Hilda Van Landingham

whose name 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 the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of August, 1984.
Dorothy Jackson Notary Public

THE STATE of _____ COUNTY }

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

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
TITLES INSURANCE - ABSTRACTS
Birmingham, Alabama