

TITLE NOT EXAMINED

1400

This instrument was prepared by  
Thomas H. Sherk, Attorney at Law  
56 Moonglow Dr., Birmingham, Alabama

MORTGAGE

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Linda Gail Sherk, a single woman, and James C. ~~McNill~~, a single man ,

*McNILL*

*James C. McNill*  
*Ho*  
*Ho*  
*Ho*  
*Ho*

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

Harold C. Grigsby and wife, Carol A. Grigsby,

(hereinafter called "Mortgagee", whether one or more), in the sum of Fourteen thousand four hundred and 00/100 Dollars (\$14,400.00), evidenced by a promissory note of even date executed simultaneously herewith.

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,

Linda Gail Sherk, a single woman,  
and James C. ~~McNill~~, a single man

*McNILL*

*Ho*  
*Ho*  
*Ho*  
*Ho*

and all other 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:

Begin at the Southeast corner of the SE 1/4 of the SW 1/4 of Section 14 Township 18 South, Range 1 East, and run West along the South line of said 1/4 1/4 section a distance of 1081.88 feet; thence turn an angle of 89 deg. 48 min. to the right and run a distance of 382.56 feet; thence turn an angle of 90 deg. 12 min. to the right and run a distance of 1081.88 feet to the East line of said SE 1/4 of the SW 1/4; thence turn an angle of 89 deg. 48 min. to the right and run a distance of 382.56 feet to the point of beginning; situated in the SE 1/4 of the SW 1/4 of Section 14, Township 18 South, Range 1 East, Shelby County, Alabama.

ALSO,

A fifty (50) foot easement for a right of way lying twenty (25) feet on each side of the following described line, to wit:

Beginning at the Northwest corner of the SE 1/4 of the SW 1/4, Section 14, Township 18, Range 1 East, thence South for a distance of 559 feet to the point of beginning; from said point of beginning thus obtained, turn left at an angle of 88 deg. <sup>EAST</sup> of North for a distance of 270 feet; thence turning right an angle of 99 deg. for a distance of approximately 200 feet to a point of intersection of the North-South line of property of Donald and Marilyn Prier.

ALSO: A fifty (50) foot strip of land for said right of way commencing at the termination of the above described easement and running parallel to the West line of the William D. Prier and wife, Marilyn S. Prier property; and continuing to the SW corner of said William D. Prier and wife, Marilyn S. Prier Property; thence continue said 50 foot strip South for 50 feet along the West line of the Harold C. Grigsby and wife, Carol A. Grigsby property.

*James C. McNill*  
*Ho*  
*Ho*  
*Ho*

To have and to hold the above granted property unto the said

BOOK 006 PAGE 499

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 for 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 renewals 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 possess 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 masses 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

Linda Gail Sherk, a single woman,  
and James C. McNILL, a single man

have hereunto set the undersigned signatures and seal, this  
the 20th day of OCTOBER 19 84.

BOOK 006 PAGE 500

*[Handwritten signatures and initials]*  
H6  
James  
H6

Linda Gail Sherk  
Linda Gail Sherk, a single woman

James C. McNeill  
James C. McNeill, a single man  
McNeill

CO. 99  
HG  
RCS

STATE OF ALABAMA)  
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Linda Gail Sherk, a single woman, and James C. McNeill, a single man whose names are 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 the 20TH day of OCTOBER 19 84.

Thomas G. Sherry  
NOTARY PUBLIC

CO. 99  
HG  
RCS

BOOK 006 PAGE 501

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

1984 OCT 25 PM 2:15

Thomas G. Sherry  
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ <u>21.60</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>7.50</u>
Index Fee	<u>1.00</u>
<b>TOTAL</b>	<b>\$ <u>30.10</u></b>