STATE OF ALABAMA COUNTY OF JEFFERSON

MORTGAGE DEED

This indenture, made on May / 57, 1986 between Anneshealy and Karen Ann Echols of Route 1, Box 52, City of Vandiver, County of Shelby, State of Alabama, herein referred to as Mortgagors, and William M. Horlock and Edith M. of Jefferson County, Alabama, herein referred to as Mortgagees, witnesseth:

WHEREAS, Mortgagors are justly indebted to Mortgagees in the principal sum of FORTY NINE THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS (\$49,599.00) as evidenced by a Note bearing even date herewith, payable as follows:

THIRTY-TWO DOLLARS AND NINETY-NINE CENTS (\$532.99) per month for fifteen years (15) with the first payment having been made September, 1985 and due and payable each and every month thereafter on the third of the month until the expiration of the entire term of fifteen years or until the death of the Mortgagees and in which event the terms are provided on Page 2 of this instument.

NOW, THEREFORE, Mortgagors, in consideration of the premises and to secure the payment of the indebtedness and the compliance with all the stipulations herein contained, have bargained and sold, and do hereby grant, bargain, sell, assign, and convey unto the Mortgagees, the following described real estate situated in the County of Shelby, State of Alabama:

Commence at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 12, Township 18 South, Range 1 East, Shelby County, Alabama, thence run Easterly along the North line of said quarter-quarter 16.77' to a point, thence turn an angle of 63 degrees 26' right and run Southeasterly 348.18' to a point, thence turn an angle of 75 degrees 39' left and run East-Northeasterly 272.01' to a point, thence turn an angle of 16 degrees 10' right and run Easterly 284.38' to a point, thence turn an angle of 68 degrees 00' right and run South-Southeasterly 265.0' to a point, thence turn an angle of 115 degrees 00' right and run 35.6' to a point of beginning of the property being described, thence turn an angle of 125 degrees 00' left and run Southeasterly 222.18' to an iron pin, thence turn an angle of 55 degrees 00' left and run Easterly 175.96' to an iron pin, thence turn an angle

of 90 degrees 00' left and run Northerly 182.00' to an iron pin, thence turn an angle of 90 degrees 00' and run Westerly 303.40' to the point of beginning, an iron pin, containing 1.001 acres and situated in the Southwest Quarter of the Southwest Quarter of Section 12, Township 18 South, Range 1 East.

together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any way appertaining, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto, any household appliances, that are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

To have and to hold the premises, and every part thereof, unto Mortgagees. Mortgagors are lawfully seized in fee simple of the premises, but same are the subject of a lien heretofore filed and recorded in the office of the Judge of Probate of Shelby County, Alabama for the sum of TWENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$23,750.00). Although the Mortgagors dispute the lien and its amount, the fact that it has been filed has been disclosed to the Mortgagees by Mortgagors.

Mortgagors agree to take care of the premises above described and not to commit or permit any waste thereon and to keep the same repaired, and that at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

It is the express desire of Mortgagors and Mortgagees that the condition of this mortgage remain effective until the last of the survivor of the Mortgagees, William M. Horlock and Edith At the death of the last of the survivor of the Μ. Mortgagees, the balance which is then outstanding shall be reduced One-half of the balance shall then be reduced by by one-half. the sum of TEN THOUSAND DOLLARS (\$10,000.00) and the remainder, if any, shall be payable to William M. Horlock, Jr. of Route 4, Box 178A, Gray, Georgia. By way of clarity, it is the intention of all parties to this transaction that upon the death of the survivor of William M. Horlock and Edith M. Horlock, that the

balance of the mortgage be reduced by one-half, the one-half which is forgiven is the inheritance of Anne-Shealy and the other one-half which would be due and payable to her brother, William M. Horlock, Jr., is reduced by the sum of TEN THOUSAND DOLLARS (\$10,000.00) and the remainder, if any, shall be payable to M. Horlock, Jr., of Route 4, Box 178A, Gray, Georgia. By way of clarity, it is the intention of all parties to this transaction that upon the death of the survivor of William Horlock and Edith M. Horlock, that the balance of the mortgage be reduced by one-half, the one-half which would be due and payable to her brother, William M. Horlock, Jr., is reduced by the sum of TEN THOUSAND DOLLARS (\$10,000.00), the amount of an earlier advancement to him from William M. Horlock and Horlock, so that that amount which remains following those deductions, if any, would be paid directly to William M. Horlock, Jr.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 131 day of May

une Shealy

MORTGAGEES

fram fagelood Si

WILLIAM M. HORLOCK

MORTGAGORS

EDITH M. HORLOCK

STATE OF ALABAMA COUNTY OF JEFFERSON

I Mabel Claque Shepherd, a Notary Public in and for said County and said State, hereby certify that Anne Shealy, Karen Ann Echols, William M. Horlock and Edith M. Horlock, whose

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names are signed to the foregoing coveyance, and who are known to me, acknowledge before me on this day, that, being informed of the contents of the conveyance, that have executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the _/a/ day of >> of >

Makel Clare Shephord

STATE OF ALABAMA)
COUNTY OF JEFFERSON, ALABAMA)

Anne Shealy and Karen Ann Echols promise to pay the sum of FORTY NINE THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS (\$49,599.00) to William M. Horlock and Edith M. Horlock in accordance with the terms of that mortgage executed and bearing this same date payable at a rate of FIVE HUNDRED THIRTY-TWO DOLLARS AND NINETY NINE CENTS (\$532.99) per month commencing September, 1985 and due and payable by the third of every month thereafter for a term of fifteen years providing William M. Horlock and Edith M. Horlock survive fifteen years from September, 1985. In the event that both William M. Horlock and Edith M. Horlock, Mortgagors, die before the fifteen years, then payment shall be made in accordance with Paragraph 8, Page 2, of the Mortgage executed here-

ANNESHEALY Shealy

MORTGAGORS

KAREN ANN ECHOLS

WILLIAM M. HORLOCK

Elich M tellicipe

EDITH M. HORLOCK

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STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

1986 SEP -9 NH 9: 06

JUDGE 19 TOOP 18 E

1. Deed Tax \$ ______

2. Mtg. Tax 74.40

3. Recording Fee 3.50
4. Indexing Fee 1.00
TOTAL 87.90