

1279

1405

This instrument was prepared by

(Name).....

(Address).....

Form 1-1-32 Rev. 1-44

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James R. Roy and wife Victoria K. Roy

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

The Homestead, A Joint Venture

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

of Thirty- six hundred twenty-nine dollars & 00/100----- Dollars  
(\$ 3629.00 ), evidenced by one promissory note of even date

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

James R. Roy and wife Victoria K. Roy

NOW THEREFORE, in consideration of the premises, said Mortgagors,

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:

Legal description attached hereto and made a part hereof.

Less and except mineral, mining, oil and gas rights and all rights incidental thereto.

Subject to easements, rights of way and all matters of Public record.

Subject to restrictions of Grantor as recorded in Misc. 57, page 62, and Real 3, page 840, as amended in Real 30, page 510, in Probate Office.

THIS IS NOT THE HOMESTEAD OF GRANTOR.

BOOK 110 PAGE 951

Donald Real Estate

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 Mortgagee 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

signature

and seal, this

12<sup>th</sup>

day of

19

87

*James R. Ray*  
*Victoria H. Ray*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of *Alabama*  
*Shelby* COUNTY }

I, *Robert Jean Bartlett*, a Notary Public in and for said County, in said State, hereby certify that *James R. Ray & Victoria*

whose name *is* signed to the foregoing conveyance, and who *is* known to me acknowledged *on* this day, that being informed of the contents of the conveyance *they* executed the same voluntarily on the *12<sup>th</sup>* day of *Jan*, 19*87*.

Given under my hand and official seal this *12<sup>th</sup>* day of *Jan*, 19*87*.

MY COMMISSION EXPIRES 10-24-87 Notary Public.

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

MORTGAGE DEED

TO

THIS FORM FROM  
Title Insurance Corporation  
Title Guarantee Division  
LE INSURANCE - ABSTRACTS

Birmingham, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

I, Joseph E. Conn, Jr, a registered surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown, that there are no visible encroachments of any kind upon the subject property except as shown, that steel corners have been installed at all lot corners and curve points as shown on the plat represented by small open circles. I further certify that I have consulted the Federal Insurance Administrations Flood Hazard map for the area and have determined that the subject property is not in a flood prone area, the correct legal description being as follows:

## PARCEL 33

Commence at the N.E. corner of Section 18, Township 21 South, Range 2 East, Shelby County, Alabama and run thence S 87°-03'-59" W a distance of 609.92', Thence run S 1°-46'-31" E a distance of 3,846.22' to a point, Thence run N 88°-13'-29" E a distance of 109.28' to the point of beginning of the property being described, Thence run S 3°-10'-53" W a distance of 260.0' to a point, Thence run N 56°-01'-06" W a distance of 200.75' to a point on the arc of a cul-de-sac curve to the left having a central angle of 80°-21'-09" and a radius of 50.0', Thence continue along the arc of said curve an arc distance of 70.12' to a point, Thence run N 66°-13'-01" E a distance of 243.06' to the point of beginning, containing 0.61 of an acre.

STATE OF ALABAMA  
COUNTY OF SHELBY

I, Joseph E. Conn, Jr, a registered surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown, that there are no visible encroachments of any kind upon the subject property except as shown, that steel corners have been installed at all lot corners and curve points as shown on the plat represented by small open circles. I further certify that I have consulted the Federal Insurance Administrations Flood Hazard map for the area and have determined that the subject property is not in a flood prone area, the correct legal description being as follows:

## PARCEL 34

Commence at the N.E. corner of Section 18, Township 21 South, Range 2 East, Shelby County, Alabama and run thence S 87°-03'-59" W a distance of 609.92', Thence run S 1°-46'-31" E a distance of 3,987.94', Thence run S 88°-13'-29" W a distance of 76.09' to a point on the curve of a cul-de-sac and the point of beginning of the property being described, Thence run S 56°-01'-06" E a distance of 200.75' to a point, Thence run S 38°-40'-53" W a distance of 161.57' to a point, Thence run N 25°-50'-38" W a distance of 214.93' to a point on the arc of a cul-de-sac curve to the left having a central angle of 64°-02'-43" and a radius of 50.0', Thence run along the arc of said curve an arc distance of 55.89' to the point of beginning, containing 0.47 of an acre.

According to my survey this 19th day of December 1986

Joseph E. Conn, Jr

SURVCONN

Alabama reg. No. 9049

56394 011 X008

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

1987 JAN 20 AM 11:02

Judge of Probate

1. Used Tax	
2. Mtg. Tax	5.55
3. Recording Fee	7.50
4. Indexing Fee	1.00
TOTAL	14.05