

Harrison, Conwill, Harrison & Justice

P. O. Box 557  
Columbiana, Alabama 35051

MORTGAGE—

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ferman H. Garrett and wife, Rondah L. Garrett

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

Leslie W. Hope and Sue S. Hope  
Harold D. Scott and Jerline P. Scott

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

of Thirty One Thousand and no/100----- Dollars  
(\$ 31,000.00 ), evidenced by promissory note of even date herewith and due and payable  
in accordance with the terms, conditions and provisions of said note and/or any  
renewal or extensions thereof.

The indebtedness secured by this mortgage may be prepaid at any time without penalty.  
The indebtedness secured by this mortgage is not assumable.

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,

Ferman H. Garrett and wife, Rondah L. Garrett

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:

Begin at the NW corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , of Section 8, Township 24 North, Range  
15 East; thence run East along the North line of said  $\frac{1}{4}$ - $\frac{1}{4}$  for 1314.66 feet to the NE  
corner of said  $\frac{1}{4}$ - $\frac{1}{4}$ ; thence 90 deg. 51 min. 16 sec. right run South along the East line  
of said  $\frac{1}{4}$ - $\frac{1}{4}$  for 1355.56 feet to the SE corner of said  $\frac{1}{4}$ - $\frac{1}{4}$ ; thence 89 deg. 46 min. 49 sec.  
right run West along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  for 1313.09 feet to the SW corner of  
said  $\frac{1}{4}$ - $\frac{1}{4}$ ; thence 90 deg. 09 min. 31 sec. right run 1340.99 feet to the point of beginning;  
Containing 40.66 acres, more or less.

ALSO, a 20 foot easement for egress and ingress, the center line of which is described  
as follows: Commence at the NW corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 8, Township 24 North,  
Range 15 East; thence run East along the North line of said  $\frac{1}{4}$ - $\frac{1}{4}$  for 260.03 feet to the  
point of beginning; thence 133 deg. 00 min. 20 sec. left run 120.87 feet; thence 52 deg.  
50 min. 34 sec. left run 359.20 feet; thence 19 deg. 25 min. 09 sec. right run 118.40  
feet ; thence 16 deg. 58 min. 51 sec. right run 127.91 feet; thence 4 deg. 51 min. 27 sec.  
right run 114.68 feet; thence 48 deg. 03 min. 26 sec. right run 43.04 feet to the  
Southerly R/W of a Shelby County Road and the Point of Ending. Said easement being  
situated in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 8, Township 24 North  
Range 15 East, Shelby County, Alabama.

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

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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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 Ferman H. Garrett, and wife, Rondah L. Garrett

have hereunto set our signatures and seal, this 29 day of April, 1987

Ferman H. Garrett (SEAL)  
Rondah L. Garrett (SEAL)  
Rondah L. Garrett (SEAL)  
Rondah L. Garrett (SEAL)

THE STATE of Alabama }  
Shelby }  
COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Ferman H. Garrett and wife, Rondah L. Garrett

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 29th day of April, 1987

William R. Justice Notary Public.

THE STATE of Alabama }  
Shelby }  
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, 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

\*and should the undersigned fail to pay said taxes or assessments, or fail to keep said property insured as above specified, or fail to deliver said policies to said Mortgagee, then the said Mortgagee, or assigns, may at the Mortgagee's option declare the whole of said indebtedness secured by this mortgage to be due and payable and may proceed with foreclosure as provided above, even if Mortgagee has elected to pay such amounts.

Return to:

STATE OF ALABAMA }  
SHELBY CO. }  
I CERTIFY THIS }  
INSTRUMENT WAS FILED }  
1987 APR 30 AM 10:18 }  
JUDGE OF PROBATE }  
MORTGAGE DEED

1. Local Tax \$  
2. State Tax \$46.50  
3. Recording Fee \$10.00  
4. Indexing Fee \$3.00  
TOTAL \$59.50

Recording Fee \$  
Deed Tax \$

This form furnished by  
HARRISON, CONWILL, HARRISON  
& JUSTICE  
P. O. Box 557  
Columbiana, Alabama 35051