

2797

MORTGAGE

STATE OF ALABAMA,
SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned RAYMOND HILL a single man (hereinafter called "Mortgagor") is justly indebted to ANDALUSIA ENTERPRISES, INC. (hereinafter called "Mortgagee") in the sum of Twenty-Five Thousand Five Hundred Fifty-Two and 16/100 (\$25,552.92) Dollars evidenced by a promissory note, and

WHEREAS, Mortgagor agreed, in incurring said indebtedness, this mortgage should be given to secure the prompt payment of said indebtedness when the same falls due,

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, RAYMOND HILL does hereby grant, bargain, sell, and convey unto the ANDALUSIA ENTERPRISE, INC., the following described real property situated in Shelby County, Alabama, to-wit:

A portion of land situated in the NE 1/4 of the NE 1/4 of Section 28, Township 21 South, Range 1 West, and being more particularly described as follows: Begin at the point of the intersection of the west line of the NE 1/4 of the NE 1/4 of Section 28, Township 21 South, Range 1 West, Shelby County, Alabama, and North right of way line of Shelby County Highway 70; from the point of beginning thus obtained, run north along the west line of said 1/4-1/4 Section a distance of 136.5 feet; thence turn right 100 deg. 05 min. and run Easterly a distance of 285.14 feet to the Westerly right of way line of Shelby County Road No. 26; thence from the last described course, turn right 79 deg. 13 min. 10 sec. and run Southerly along said right of way line a distance of 78.30 feet; thence turn right 48 deg. 39 min. 55 sec. and run Southwesterly along said right of way line a distance of 100 feet to the intersection with the North right of way line of Shelby County Road No. 70; thence turn right 48 deg. 39 min. 55 sec. and run west along said North right of way line a distance of 212.8 feet to the point of beginning; being situated in Shelby County Alabama.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the same, said Mortgagees have the option of paying off the same; and to further secure said indebtedness, the 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 value thereof, in companies satisfactory to the Mortgagees, with loss, if any, payable to said Mortgagees as Mortgagees' interest may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagees; and if the undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said mortgagees then said Mortgagees have the option of insuring said property for said sum, for the benefit of said Mortgagees, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagees, additional to the debt hereby specifically secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagees,

*Shelby Co. Oil & Related Enterprises
P.O. Box - 242
Montevallo, Al. 35115*

BOOK 398 PAGE 696

and at once due and payable.

Upon condition, however, that if the Mortgagor pays said indebtedness, and reimburses said Mortgagees for any amount Mortgagees may expend for taxes, assessments and insurance, and the 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 Mortgagees, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagees in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama in relation to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 Mortgagees 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagees may deem best, in front of the courthouse door in said County where said property is located, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, 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 remainder, if any, to be turned over to the said Mortgagor. The undersigned, further agrees that Mortgagees may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto and to execute a deed to the purchaser thereof in the name of the Mortgagees. The undersigned further agrees to pay a reasonable attorney's fee to the said Mortgagees for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagees" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantees in the granting clause herein, their successors or assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 9th day of March, 1992.

Raymond Hill (SEAL)
Raymond Hill

David Hill (SEAL)
David Hill

STATE OF ALABAMA,
COUNTY OF SHELBY.

I, the undersigned, a notary public in and for said county in said state, hereby certify that RAYMOND HILL and David Hill whose name is signed to the foregoing conveyance and who is known to me, acknowledged

BOOK 398 PAGE 697

before me on this day that being informed of the contents of the conveyance,
he executed the same voluntarily.

Given under my hand and official seal this the 5 day of
March, 1992.

Rebecca W. Faught
Notary Public

BOOK 398 PAGE 698

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

92 MAR 30 AM 11:28

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$ 39.40
2. Mig. Tax	\$ 5.50
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$
Total	\$ 49.90