

This instrument was prepared by

(Name) Jones & Waldrop

1025 Montgomery Highway

(Address) Birmingham, Al. 35216

Form 1-1-22 Rev. 1-66 74-95A

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Russell Brown, an unmarried man

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

Samuel Curtis Glass and his wife Kellie H. Glass

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

of Seven thousand and no/100

Dollars

(\$ 7,000.00 ), evidenced by a real estate mortgage note which was 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,

Russell Brown, an unmarried man

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:

See attached Exhibit A for legal description incorporated herein for all purposes.

Together with the right to use the driveway described in Agreement in Inst. 1992-14406.

Subject to: All easements, restrictions and rights of way of record.

Rights of others in and to the use of a 30 ft. easement as described in Joint Driveway Agreement as recorded in Inst. No. 1992-14406 in the Probate Office.

This is a purchase money mortgage.

Inst # 1995-34011

11/28/1995-34011  
10:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 24.00

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

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 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 Mortgagees, 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.

have hereunto set                  signature                  and seal, this 22                  day of November                  , 1995

.....(SEAL)

•                  RUSSELL BROWN                  .....(SEAL)

.....(SEAL)

.....(SEAL)

**COUNTY**

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of November, 1995

**COUNTY**

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.

and as the act of said corporation.  
Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
\_\_\_\_\_, Notary Public

**Return to:**

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# MORTGAGE DEED

**THIS FORM FROM**  
**Lawyers Title Insurance Corporation**  
*Title Guaranty Division*  
**TITLE INSURANCE — ABSTRACTS**

**Birmingham, Alabama**

EXHIBIT A

Commence at the SE corner of the SE 1/4 of the SW 1/4 of Section 22, Township 21 South, Range 3 West and proceed North along East line of said 1/4-1/4 Section 800.0 feet; thence 88 degrees 30 minutes left and run 780 feet; thence 88 degrees 30 minutes right and run 272.40 feet to a point of beginning. Continue along said line 135.17 feet; thence 85 degrees 20 minutes 25 seconds left and run 201.66 feet; thence 94 degrees 53 minutes 13 seconds left and run 146.28 feet; thence 88 degrees 16 minutes 03 seconds left and run 200.49 feet to the point of beginning. Situated in Shelby County, Alabama.

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