ame: ddress: James F. Burford, 111

100 Vestavia Office Park, Suite 200-A

IORTGAGE

iltusted in

ITATE OF ALABAMA HELBY COUNTY

s/are justly indebted to MICHAEL H. STRONG ind No/100

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned ___ CHERYL E. LANDRETH. a married Momen

in the sum of <u>Sixteen Thousand five Hundred</u> on

) evidenced by promissory note Dollars (\$ 16,500.00 hereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same fells due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the " do, or does, hereby grant, bergain, sell and convey unto the said CHERYL E. LANDRETH. a married women (hereinafter called Mortgages) the following described real property in

MICHAEL H. STRONG County, Alabama, to-wit: Shelby

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

This Mortgage also encumbers a 60 foot wide perpetual ensement for ingress, egress and utilities, which easement runs with the land and is over and across the property described on Exhibit "B" attached hereto and incorporated by reference herein (the "Easement Property"). The location of such easement shall be along any existing road on the Easement Property accessing the property described on Exhibit "A", or, in the event no such road exists, at a location selected by Mortgages, his heirs, successors or essigns.

This is a purchase money mortgage.

The property conveyed herein is not the homestead of the Mortgagor or her spouse.

All sums due under the note secured by this Mortgage shall be at once due and payable upon the sale of any interest by Mortgagor in the property described on Exhibit "A" attached hereto and incorporated by reference herein.

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Said property is warranted free from mil incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgages 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 payment of same, said Mortgagee has 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 demage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgage, as the interest of said Mortgagee may appear, and promptly to deliver said polices, or any renewals of said polices, or any renewals of said polices, to said Mortgagee; and if undersigned fall to keep said property insured as above specified, or fall to deliver said insurance polices to said Mortgagee then said Mortgagee has the option of insuring property for said sum for the benefit of said Mortgagee, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgages for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by the mortgage, and bear interest from the date of payment by said Mortgage, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest, thereon, then this conveyance to be mull and vold, but should default be made in payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of said Mortgage 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, or if any statement of lien is filed under the Statutes of Alabama relating to 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 Mortgages 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 mame in lots or parcels, on en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, 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 payment of any amounts that may have been expended, or that it may necessary then to expended in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to 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; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgages 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 "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as a grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage in hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successor and agents and assigns of said Mortgagee, if a corporation.

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The state of the s	our hands and seats on	this the day	of April. 19_	<u>96</u> .
ON: YOU MUST THOROUGHLY READ THIS CONTRACT			V	-
	Cheryl E. Con	2 E. Lan	duth	
E OF <u>ALABAMA</u>)	. Acknowledgement			
TY OF	TOTAL TOTAL CONTROL OF THE PARTY OF THE PART			
1, the undersigned, Ify thatCHERYL E. LANDRETH, a married of the company o	e me on this day, that	whose nameis	for said County in said i signed to the foregoing contents of the conveyance	conveyance,
cuted the same voluntarily on the day the sa Given under my hand and official seal th	_	April	. 19 <u>96</u> .	
	Notary Public My Commission Expires	4 - 1 - Y - 3	1,94	
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ity of)	ate Acknowledgment			
ify that, a corporation, is a	igned to the foregoing	Preside	nt of	hetere en e
day that, being informed of the contents ntarily for and as the act of said corporati	of the conveyance, he,	as such officer and s	rill full authority, execu	sted the sam
Given under my hand and official seal th				

EXMIBITA

7.0 Acre Parcel Description to-wit:

From the SiEi corner of Section 25, T185-R1E, run thence North along the true East boundary of said Section 25 a distance of 3116.16 feet; thence turn 90000 left and run 30000 feet; thence turn 90000 left and run 465,50 feet; thence turn 90°00' right and run 300.0 feet; thence turn 90°00' left and run 163.0 feet to the point of beginning of herein described parcel of land; thence continue along said course a distance of 837.0 feet | thence turn 90°00' right and run 364.25 feet; thence turn 90°00' right and run 837.0 feet; thence turn 90°00' right and run 364.25 feet to the point of beginning of herein described parcel of land, containing 7.0 acres.

A parcel of land in the East 1/2 of the SE 1/4 and the SE 1/4 of NE 1/4 of Section 25, Township 18 South, Range 1 East, Shelby County, Alabama,

From the true SE corner of Section 25, Township 18 South, Range 1 East. run thence North along the true East boundary of said Seciton 25 a distance of 1313.35 feet to the true SE corner of the NE 1/4 of SE 1/4 of said Section 25, being the point of beginning of herein described parcel of land; thence turn 88 deg. 54 min. 52 sec. left and run 668.11 feet to an accepted iron pin; thence turn 90 deg. 18 min. 25 sec. left and run 800.36 feet along an accepted white painted line; thence turn 89 deg. 13 min. 17 sec. right and run 285.38 feet; thence turn 90 deg. 00 min. right and run 1124.94 feet; thence turn 90 deg. 00 min. right and run 364.25 feet; thence turn 90 deg. 00 min. left and run .1000.00 feet; thence turn 90 deg. 00 min. right and run 300.0 feet; thence turn 90 deg. 00 min. left and run 465.50 feet; thence turn 90 deg. 00 min. right and run 300.0 feet to a point on the true East boundary of aforementioned Section 25; thence turn 90 deg. 00 min. right and run along said true section line a distance of 1400.06 feet; thence turn 88 deg. 07 min. 16 sec. left and run 257.78 feet to a point

on the Northwesterly boundary of County Highway #55; thence turn 104 deg. 44 min. 59 sec. right and run 75.49 feet along said Highway boundary; thence turn 77 deg. 05 min. 22 sec. right and run 236.54 feet to a point on the true East, boundary of aforementioned Section the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

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