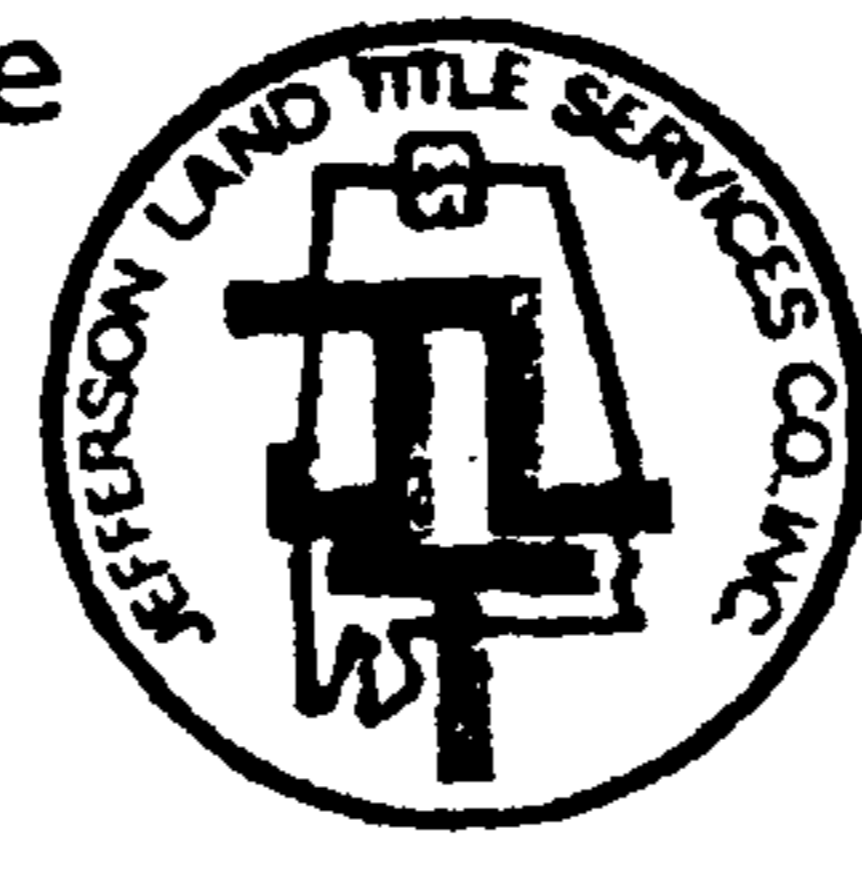




19801104000125330 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
11/04/1980 00:00:00 FILED/CERTIFIED

This instrument prepared by
Harrison, Conwill, Harrison & Justice
(Name) Attorneys at Law
P.O. Box 557
(Address) Columbiana, Alabama 35051



Jefferson Land Title Services Co., Inc.
318 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

BOOK 407 PAGE 365 see full release file Bl. 43 pg. 713 (1-25-82)

MORTGAGE-

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Johnny C. Purser and wife, Angela Young Purser

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Willie A. Rutherford

of Eleven Thousand and no/100----- (hereinafter called "Mortgagee", whether one or more), in the sum
Dollars
(\$ 11,000.00), plus interest as evidenced by one promissory note of this date in monthly
installments of \$144.56 due on the 16th of each month, beginning December
16, 1980 and each successive month thereafter until said loan is paid in
full.

It is understood and agreed that this mortgage may be paid at any time
before maturity by paying the principal plus the then accrued interest,
without penalty.

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,
Johnny C. Purser and wife, Angela Young Purser

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:

PARCEL I: Begin at the SE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3
West and run Northerly along the East side of the said Quarter for 930.64 feet to the point of
beginning (said point being a 1" ϕ iron pin at a fence corner); then turn an angle of 119 degrees
07 minutes 06 seconds to the left and run Southwesterly for 339.29 feet to the N.W. corner of that
land described in Deed Book 239, Page 431 (Shelby County Probate Office); then turn an angle of 149
degrees 51 minutes 08 seconds to the left and run Easterly along the North side of that land de-
scribed in Deed Book 239, Page 431 for 296.45 feet to a point on the East side of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$
of Section 36; then turn an angle of 91 degrees 01 minutes 46 seconds to the left and run Northerly
for 170.43 feet back to the point of beginning. The above described land contains .579 acres.

PARCEL II: Begin at the SE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 20 South, Range
3 West and run Northerly along the East side of the said $\frac{1}{4}$ - $\frac{1}{4}$ for 13.83 feet; then turn an angle of
88 degrees 41 minutes 58 seconds to the left and run Westerly for 389.24 feet to the point of
beginning; then continue along the last described course for 517.61 feet; then turn an angle of 128
degrees 40 minutes 06 seconds to the right and run Northeasterly for 955.46 feet to the NW corner
of the land described in Deed Book 239, Page 431 (Shelby County Probate Office); then turn an angle
of 140 degrees 15 minutes 12 seconds to the right and run Southerly along the West side of the land
described in Deed Book 239, Page 431 for 295.17 feet to the SW corner of the said land; then turn
an angle of 88 degrees 58 minutes 14 seconds to the left and run Easterly along the South side of
said land (Deed Book 239, Page 431) for 95.17 feet; then turn an angle of 88 degrees 43 minutes
58 seconds to the right and run Southerly along the West side of the land described in Deed Book
239, Page 731 (Shelby County Probate Office) for 297.06 feet; then turn an angle of 91 degrees 18
minutes 58 seconds to the right and run Westerly along the North side of that land described in
Deed Book 239, Page 731 for 190.46 feet; then turn an angle of 91 degrees 18 minutes 58 seconds to
the left and run Southerly along the West side of that land described in Deed Book 239, Page 731
for 154.03 feet back to the point of beginning. Situated in Shelby County, Alabama.
Mineral and mining rights excepted.

Willie A. Rutherford reserves the right to maintain, during her lifetime, the lake a portion of
which is located on the above described property. Willie A. Rutherford also reserves to herself the
right to fish said lake and the right to grant permission to other individuals to fish on said lake
This reservation and easement are personal to Willie A. Rutherford, and cease to exist upon the
death of said Willie A. Rutherford, and also would cease to exist and have no effect in the event
the said Willie A. Rutherford conveys or sells her interest in the adjacent property, upon which is
situated the remainder of said lake.

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 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

Johnny C. Purser and wife, Angela Young Purser

BOOK 407 PAGE 366

have hereunto set OUR signature S and seal, this 31st day of October, 1980.
 STATE OF ALA. SHELBY CO. Notary Public
 I CERTIFY THIS INSTRUMENT WAS FILED
 1980 NOV -4 AM 10:15
 Rec. 16.50
 Johnny C. Purser (SEAL)
 Rec. 3.00
 Angela Young Purser (SEAL)
 Rec. 1.00
 Angela Young Purser (SEAL)

THE STATE of ALABAMA }
 SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State,

hereby certify that Johnny C. Purser and wife, Angela Young Purser

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 31st day of October, 1980.
 Judge R. D. Davis, Notary Public

THE STATE of _____ }
 COUNTY }

I, _____, a Notary Public in and for said County, in said State,

hereby certify that _____ 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

Return to: _____ TO

MORTGAGE DEED



Recording Fee \$ _____
 Deed Tax \$ _____

This form furnished by
 Jefferson Land Title Services Co., Inc.
 13187 NORTH 6 P.O. BOX 10481 6 PHONE (205) 328-8020
 BIRMINGHAM, ALABAMA 35201
 AGENTS FOR
 Mississippi Valley Title Insurance Company