

This instrument prepared by

19801112000128780 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
11/12/1980 00:00:00 FILED/CERTIFIED

(Name) James W. Elliott

384

(Address) City Federal Building Suite 518, Birmingham, Alabama

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
Gregg Rushton & wife Karen B. Rushton

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
Service Corporation of Alabama

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Eighty Seven Thousand Nine Hundred Ninety Eight & 40/100----- Dollars  
(\$ 87,998.40), evidenced by One promissory note of even date herewith payable  
in monthly instalments of four hundred eighty eight & 88/100 (\$488.88).  
dollars, due on the first day of the each month commencing on December  
1, 1980.

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,

Gregg Rushton & wife Karen B. Rushton

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:

From the NW corner of the SE 1/4 - NE 1/4 of Section six, T24N - R 15E, Runs  
south along the west Boundary of said SE 1/4 - NE 1/4 a distance of 345.4 feet  
thence turn 71 degrees 5 minutes left and run 421.59 feet to the point of  
beginning of herein described parcel of land; thence continue along afore  
mentioned course a distance of 270.0 feet; thence turn 126 degrees 19 minutes  
left and run 168.01 feet; thence turn 53 degrees 41 minutes left and  
run 270.0 feet; thence turn 126 degrees 19 minutes left and run 168.01 feet  
to the point of beginning of herein described parcel of land containing  
1.0 acres; as recorded in Book 329 page 435 in the Probate Office of  
Shelby Count.

Amount Financed - \$40,000.00  
Finance Charge - 47,998.40  
TOTAL - \$87,998.40

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



Service Corporation of Alabama  
Subsidiary of City Federal Savings and Loan Association

212 North 21st Street

See Assign Use Book 39 Page 646 (2-26-81)  
Spec release Misc Rec 57 pg 763-765 (2-25-83)  
407 PAGE 567  
BOOK

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

have hereunto set our signatures and seal, this 24th day of October, 1980

Ala Tax 60.00  
Sec 3.00  
Jud 1.00  
64.00

STATE OF ALA. SHELBY CO.

I CERTIFY THIS DOCUMENT WAS FILED

19801112000128780 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
11/12/1980 00:00:00 FILED/CERTIFIED

THE STATE of ALABAMA

JEFFERSON

COUNTY

I, the undersigned

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

hereby certify that Gregg Rushton and wife, Karen B. Rushton

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 24th day of October

5-6-81

Bullie A. Marshall

Notary Public

THE STATE of

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, 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

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203