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19810204000012240 Pg 1/2 .00 Shelby Cnty Judge of Probate, AL 02/04/1981 00:00:00 FILED/CERTIFIED

Form 1-1-22 Rev. 1-66

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MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Johnnie P. Lunsford, Jr. and wife, Leola F. Lunsford

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

Gertie Lee Reynolds

19810204000012240

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt sayment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Johnnie P. Lunsford, Jr. and wife, Leola F. Lunsford

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee he following described real estate, situated in

Shelby

County, State of Alabama, to-wit:

A lot or parcel of land lying and being situated in Fractional Section 1, Township 24 North, Range 12 East, Shelby County, Alabama, and being more particularly described as follows: From the SE corner of the SW% of the SW% of Section 23, Township 22 South, Range 3 West, run North 88° 00' West for a distance of 922.7 feet; thence run South 5° 00' East for 2514 feet to a point on the Northerly right-of-way line of Alabama Highway No. 25; run thence North 82° 30' East along said Highway right-of-way line for 405.86 feet to the point of beginning of subject parcel of land; from said point thus established continue to run said course along said right-of-way for 430.86 feet to a point; thence run North 5° 00' West for 860.0 feet; thence run South 82° 30' West for 430.86 feet; thence run South 5° 00' East for 860.0 feet and back to the point of beginning.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

Co Fig. And To kind the above granted frozercy unto the and Mortrague, Moutage et alication is brick, at a signs fore ever; and for the purpose of further securing the payment of said indebtedness, the Unavesigned agrees to have all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Morigagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above counsed undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornade 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 Mortgages, then the said Mortgages, or assigns, may at Mortgages's option insure said property for said sum, for Mortgages'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 arsigns, 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 Mastgagee 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 mortgag's, 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 hest, 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 than 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, Johnnie P. Lunsford, Jr. and wife, Leola F. Lunsford,

STATE OF ALA. SHELBY CO. signature and seals this 3/ 199 of January, 1981.

Johnnie P. Jiunstord, Jr. (SEAL) have hereunto set OUY 1931 FEB -4 AN 8: 32 20.95 HERGE OF PRODUCT Leola F. Lunsford ~EAL) 19810204000012240 Pg 2/2 .00 THE STATE of ALABAMA Shelby Cnty Judge of Probate, AL 02/04/1981 00:00:00 FILED/CERTIFIED **BOOK** SHELBY COUNTY the undersigned , a Notary Public in and for said County, in said State, hereby certify that Johnnie P. Lunsford, Jr. and wife, Leola F. Lunsford, whose names. .. 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 conveyancethey executed the same voluntarily on the day the same bears date. Given under my hand and official seal this , 1981. Notary Public. THE STATE of COUNTY , a Notany Public in and for said County, in said State, hereby certify that whose name as 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, ha, 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