

(Name) M. Wayne Wheeler, Attorney

+MORTGAGE

(Address) 2230 Third Avenue North, Birmingham, Al 35203

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

ROBERT L. SLAUGHTER and wife, BETTY C. SLAUGHTER

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

RUTH McGUIRE HUETT ALLEN, a single woman

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

of One Hundred Seventy Four Thousand Nine Hundred and no/100-----
(\$174,900.00), evidenced by promissory note of even date herewith

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Shelby Cnty Judge of Probate, AL
10/22/1981 00:00:00 FILED/CERTIFIED

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,

Robert L. Slaughter and wife, Betty C. Slaughter

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:

Part of the E 1/2 of the NW 1/4 of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the NE corner of the NE 1/4 of the NW 1/4 of said Section 28; thence Westerly along the North line thereof 517.0 feet; thence 75 degrees 27 minutes left and run Southwesterly 365.13 feet; thence 2 degrees 54 minutes left and run Southwesterly 152.06 feet; thence 29 degrees 18 minutes left and run Southeasterly 558.06 feet; thence 7 degrees 08 minutes left and run Southeasterly 241.06 feet; thence 36 degrees 03 minutes 30 seconds right and run Southwesterly 165.41 feet; thence 8 degrees 57 minutes 30 seconds left and run Southwesterly 179.00 feet; thence 21 degrees 56 minutes 30 seconds left and run Southeasterly 291.45 feet; thence 73 degrees 10 minutes left and run Easterly 410.35 feet to the East line of the E 1/2 of the NW 1/4 of said Section 28; thence 90 degrees 16 minutes left and run Northerly along the East line thereof 1851.00 feet, more or less, to the point of beginning.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD

THIS IS A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE UNPAID BALANCE OF THE PURCHASE PRICE OF THE ABOVE DESCRIBED PROPERTY.

Wheeler, Christian, et al

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns for ever; 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 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

Robert L. Slaughter and wife, Betty C. Slaughter

have hereunto set OUR signatures and seal, this 30th day of September, 1981.

Robert L. Slaughter
Robert L. Slaughter (SEAL)
Betty C. Slaughter
Betty C. Slaughter (SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA
JEFFERSON COUNTY

I, M. Wayne Wheeler, a Notary Public in and for said County, in said State, hereby certify that Robert L. Slaughter and wife, Betty C. Slaughter

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 30th day of September, 1981
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

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1981 OCT 22 AM 10:06

Thomas A. Slaughter, Jr.
JUDGE OF PROBATE

MTC. \$262.35
LEC. 3.00
INDEX 1.00
\$269.35

19811022000112630 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
10/22/1981 00:00:00 FILED/CERTIFIED

Return to: M. WAYNE WHEELER, ATTORNEY
2230 - 3RD AVENUE, NORTH
BIRMINGHAM, ALABAMA 35203

ROBERT L. SLAUGHTER &
BETTY C. SLAUGHTER
TO

RUTH ALLEN

MORTGAGE DEED

THIS FORM FROM
Buyers Title Insurance Corporation
Title Guaratee Division
TITLE INSURANCE - ABSTRACTS