

This instrument was prepared by

(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW

(Address) Columbiana, Alabama 35051

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,

Joseph Earl Sykes and wife, Mary H. Sykes

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

David Wesley Blake and wife, Carol Blake

(hereinafter called "Mortgagee", whether one or more), in the sum of Six thousand seven hundred and no/100 ----- Dollars (\$ 6700.00), evidenced by promissory note of this date of like amount together with interest thereon at the rate of 10% per annum payable in ninety-six monthly installments of One hundred one and no/100 (\$101.70) Dollars each, the first installment being due on the 1st day of June, 1982, and monthly thereafter until paid in full.

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,

Joseph Earl Sykes and wife, Mary H. Sykes,

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:

A parcel of land lying and being situated in the NE $\frac{1}{4}$ -NE $\frac{1}{4}$, Sec. 19, Twp. 22-S, R-1-W, Shelby County, Alabama, described more particularly as follows: From the NW corner of said forty, run S-02°-17' E along the West forty line for 445 feet to the point of beginning; from said point thus established, continue said course along said line for 600 feet; thence run N-89°-11'E for 436.7 feet; thence run N-02°-17'W for 600 feet; thence run S-89°-11'W for 436.7 feet, and back to the point of beginning, and containing 6 acres, more or less. Less and except an easement across said lot being 10 feet in width, either side of a line described as follows: From the NW corner of said forty, run S-02°-17'E for 997 feet, more or less, to a point in the center of an existing dirt road, and the point of beginning of said easement; thence run N-89°E for 100 feet; thence run N-69°-E for 100 feet; thence run N-53°-E for 240 feet; thence run N-16°-E for 34.3 feet; thence run N-30°-E for 43.5 feet to the East line of the 6 acre tract described above and the end of said 20 foot easement. It being the intention of the parties hereunto appertaining, to reserve the road bed that exists this day for use and for ingress and egress.

THIS IS A PURCHASE MONEY MORTGAGE.

The entire indebtedness due and payable hereby plus interest then accrued shall become immediately due and payable 90 days after the death of the last survivor of mortgagors herein.

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

Box 1130
Auburn, AL 36807

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 for 60 days after due 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 Joseph Earl Sykes and wife, Mary H. Sykes

have hereunto set their signature S and seal, this day of May 1982.
STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1982 MAY 28 PM 3:32

(Joseph Earl Sykes) (SEAL)
(Mary H. Sykes) (SEAL)
(SEAL)
(SEAL)

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

THE STATE of Alabama
Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Joseph Earl Sykes and wife, Mary H. Sykes

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 26th day of May, 1982.

Brenda J. Matthews
Notary Public.
4-18-87

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 FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama