

(Name) Wallace, Ellis Head & Fowler, Attorneys

(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,

Stephen M. Boulter and wife, Diane P. Boulter

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

Alma R. Brooker

(hereinafter called "Mortgagee", whether one or more), in the sum of SEVENTY-SIX THOUSAND, SEVEN HUNDRED SEVENTY & 29/100 Dollars (\$ 76,770.29 ), evidenced by one promissory installment note of this date in the amount of \$76,770.29, together with interest upon the unpaid portion thereof from date at the rate of 10% per annum, in monthly installments of \$673.71, payable on the 21st day of each month after date, commencing August 21, 1982, until said sum is paid in full.

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BOOK 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,

Stephen M. Boulter and wife, Diane P. Boulter

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 N $\frac{1}{2}$  of NE $\frac{1}{4}$  of Section 2, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the Southeast corner of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section, run in a Westerly direction along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section for a distance of 383.10 feet; thence turn an angle to the right of 44 deg. 42.75' and run in a Northwesterly direction for a distance of 108.18 feet; thence turn an angle to the right of 77 deg. 34' and run in a Northeasterly direction for a distance of 210.00 feet; thence turn an angle to the right of 90 deg. 00' and run in a Southeasterly direction for a distance of 210.00 feet; thence turn an angle to the left of 90 deg. 00' and run in a Northeasterly direction for a distance of 182.41 feet, more or less, to a point that is on the Southwest right-of-way line of Aaron Road, said right-of-way line being 20.00 feet from the center of the existing asphalt; thence turn an angle to the right and run along said right-of-way line for a distance of 453 feet, more or less, to a point of intersection with the South line of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section being 220.79 feet East of said point of beginning; thence turn an angle to the right and run in a Westerly direction along said South line of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  for a distance of 220.79 feet to the point of beginning. Situated in Shelby County, Alabama.

Mortgagors will supply to Mortgagee a copy of the fire and hazard insurance policy hereinafter described which shall contain provisions that the same may not be cancelled by the insurance company without prior notice to Mortgagee.

Mortgagors are assuming responsibility for payment of mortgage to Jefferson Federal Savings and Loan Association dated February 17, 1978 recorded in Mortgage Book 374, page 892. At no time will Mortgagors be allowed to borrow additional money on said mortgage or to increase the outstanding principal balance as it may exist at any time in the future.

Mortgagee shall have the right to approve the credit of any subsequent proposed purchaser of the property herein described, whether such proposed sale of such property is by deed or lease with option to buy, or otherwise, and in the event Mortgagors, their heirs, successors or assigns shall sell said property or attempt to execute instruments or documents selling such property without the approval of credit of the new purchaser by Mortgagee, her heirs, successors or assigns, Mortgagee shall have the right to declare the entire indebtedness secured hereby due and payable immediately and the failure to make such payment will be considered a default under the terms of this Mortgage.

THIS IS A PURCHASE MONEY MORTGAGE

It is agreed and understood that Mortgagors shall have the right to prepay all or any part of the above indebtedness at any time, without penalty, by paying such amount of prepayment plus the accrued interest as of such prepayment date.

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

W. & K. G.

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

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
have hereunto set our signature

and seal, this 21 day of July, 19 82.

1982 JUL 22 AM 11:42

mtg tax - 115.00  
300  
100

Stephen M. Bouler  
(Stephen M. Bouler)

(SEAL)

(SEAL)

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

119.20

Diane P. Bouler  
(Diane P. Bouler)

(SEAL)

(SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Stephen M. Bouler and wife, Diane P. Bouler

whose name is assigned 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 21 day of July, 19 82.

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 FROM  
Buyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama