

This instrument was prepared by

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(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John Rayford Robinson and Shirley Ann Robinson

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

Gordon L. Mulkey and wife, Mary F. Mulkey

(hereinafter called "Mortgagee", whether one or more), in the sum of TWENTY THOUSAND AND NO/100----- Dollars (\$ 20,000.00 ), evidenced by one promissory note of even date, in the amount of \$20,000.00, together with interest upon the unpaid portion thereof from date at the rate of 12% per annum, in monthly installments of \$376.00, payable on the 5thday of each month after date, commencing May 5, 1984 until said sum is paid in full.

This is a purchase money mortgage.

The morgagors may at any time prepay, without the payment of any penalty or premium, the whole or any part of the principal indebtedness secured by this mortgage by paying the principal together with accrued interest as of such prepayment date.

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,

John Rayford Robinson and Shirley Ann Robinson

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:

An undivided ~~one-half~~ <sup>full</sup> interest to the following described property:

A parcel of land located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Begin at the Northeast corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 28, Township 19 South, Range 1 East and run in a westerly direction 976.40 feet along the North line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section to a point on the South right-of-way line of U. S. Highway #280; thence turn an angle of 6 degrees 06 minutes left and run in a Westerly direction along the South right-of-way of said highway for a distance of 1060.15 feet to the point of beginning of the parcel herein described; thence turn an angle of 83 degrees 51 minutes left and run in a Southerly direction 552.99 feet; thence turn an angle of 90 degrees 07 minutes left and run in an Easterly direction for a distance of 200.00 feet; thence turn an angle of 89 degrees 53 minutes left and run in a Northerly direction for a distance of 574.13 feet to a point on the South right-of-way line of said U.S. Highway #280; thence turn an angle of 96 degrees 09 minutes left and run in a Westerly direction along said South right-of-way line for 201.16 feet to the point of beginning. Said parcel contains 2.588 acres, more or less.

LESS AND EXCEPT the South 60 feet from the above described parcel.

W.H. J.

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

To Have And To Hold the above granted property unto the said Mortgagor, Mortgagor'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 Mortgagor 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

John Rayford Robinson and Shirley Ann Robinson

have hereunto set our signatures and seal, this

6<sup>th</sup> day of April, 1984

*John Rayford Robinson* (SEAL)

*Shirley Ann Robinson* (SEAL)

*Shirley Ann Robinson* (SEAL)

(SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John Rayford Robinson and Shirley Ann Robinson

whose names are signed to the foregoing conveyance, and who are known to me acknowledged persons, and that being informed of the contents of the conveyance they executed the same voluntarily on the day of

Given under my hand and official seal this

6<sup>th</sup> day of April

*J. Frank Hark* 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

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS

INSTRUMENT WAS FILED

Atg. Tax 3000  
Rec. 300  
Fnd. 100

1984 APR -9 AM 11:34

3400

*James P. Johnson, Jr.*  
JUDGE OF ESTATE

THIS FORM FROM  
Buyers Title Insurance Corporation

Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

Return to:

TO

MORTGAGE DEED