This instrument was prepared by 1296

(Name) Charles L. Kerr, Attorney

(Address) 117 - 9th Street NE
Leeds, Alabama 35094

MORTGAGE—

STATE OF ALABAMA
SHELBY COUNTY } **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

Gordon Morrow, Jr., and wife, Jayne B. Morrow

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

L. A. Ritter and Judy R. Ritter

(hereinafter called "Mortgagee", whether one or more), in the sum of - - - - - - - - - - - - TEN THOUSAND FIVE HUNDRED - - - - - - - - - - - - - - - - - - Dollars ($ 10,500.00), evidenced by promissory note of even date, due and payable in 16 simi-annual payments of $1,039.00 each, including interest at 12% per annum, with the first of such payments due and payable on the 23rd day of October, 1984, and with like payments due and payable on the 23rd day of each April and October thereafter until fully paid; but, in the event the herein described property be subsequently sold, prior to full payment of said indebtedness, then thereupon the unpaid balance of this indebtedness shall immediately become due and payable.

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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,

Gordon Morrow, Jr., and wife Jayne B. Morrow

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:

Commence at the Southeast corner of the SW 1/4 of the SW 1/4 of Section 27, Township 17 South, Range 1 East, Shelby County, Alabama; thence run North 88 deg. 59 min. 03 sec. West along the South line of said section a distance of 359.07 feet to the point of beginning; thence continue along said South section line a distance of 301.08 feet; thence run North 0 deg. 01 min. 27 sec. East a distance of 2659.83 feet; thence run South 88 deg. 48 min. 28 sec. East a distance of 303.42 feet; thence run South 0 deg. 04 min. 27 sec. West a distance of 2658.87 feet to the point of beginning; less and excepting all minerals and mining rights and other privileges and immunities as per deed recorded in said Probate Office in Deed Book 295 at Page 791; and subject to all rights-of-ways and/or easements which appear of record.

(This is a purchase money mortgage and the proceeds hereof were applied to the purchase price of the described lands, conveyed by deed executed simultaneously herewith.)

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

Form ALA-35

[redacted] [redacted] [redacted]

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 [illegible] own benefit, the policy if collected, to be credited on said [illegible] of collecting same, all amounts [illegible] 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.

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IN WITNESS WHEREOF the undersigned

Gordon Morrow, Jr., and wife Jayne B. Morrow

have hereunto set *our* signature and seal, this *23rd* day of *April*, 19*84*

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 APR 25 AM 10: 20
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg. Tax 15.75
Rec. 3.00
Ind. 1.00
19.75

Gordon Morrow, Jr. (SEAL)

Jayne B. Morrow (SEAL)

(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

Gordon Morrow, Jr., and wife Jayne B. Morrow

whose name*s 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 *23rd* day of *April*, 19*84*

Goldie D. Kerr Notary Public.

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: *L. A. Ritter*
Rt. 1 Box 99-C
Altoona, Al. 35952

Gordon Morrow, Jr. and wife,
Jayne B. Morrow

TO

L. A. Ritter and wife, Judy
R. Ritter

MORTGAGE DEED

JEFFERSON LAND TITLE SERVICES CO., INC.

Recording Fee $

Deed Tax $

This form furnished by

Jefferson Land Title Services Co., Inc.
2137 NORTH • P. O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company