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This instrument was prepared by Harrison & Justice

(Name) Attorneys at Law

(Address) Columbiana, Alabama 35051

Jofferson Land Title Pervices Co., Inc.

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

SHELBY

COUNTY

Hue Van Le and wife, Julie Phan Le

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

Erskine C. Glenn and wife, Jennie V. Glenn

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

5 5030 (3.0)

And Whereas, Morigagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREPORE, in consideration of the premises, said Mortgagors,

Hue Van Le and wife, Julie Phan Le

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described she real estate, situated in

Commence at the NE corner of NE% of NW% of Section 9, Township 20 South, Range 2 East; thence run West along North line of 1/4 Section a distance of 619.71 feet to West right-of-way line of Highway #25, and point of beginning; thence turn an angle of 63 degrees 50 minutes to the left and run along said right-of-way a distance of 535.00 feet; thence turn an angle of 64 degrees 39 minutes to the right and run a distance of 210.00 feet; thence turn an angle of 49 degrees 18 minutes to the right and run a distance of 354.71 feet; thence turn an angle of 39 degrees 54 minutes to the right and run a distance of 205.00 feet; thence turn an angle of 89 degrees 59 minutes to the right and run a distance of 673.91 feet to the point of beginning. LESS AND EXCEPT the following described parcel of land: A part of the NE% of NW% of Section 9, Township 20 South, Range 2 East described as follows: Begin at the NW corner of said NE% of NW% of Section 9, and run South 1 degree 30 minutes East a distance of 190 feet, more or less, to a point which is 1130 feet North of the SW corner of said forty acres; thence run North 87 degrees 30 minutes East 596.9 feet to the West right-of-way line of Wilsonville - Vincent Highway; thence along said highway rightof-way North 24 degrees 30 minutes East 220 feet to North line of said forty; thence along North line of said forty, South 87 degrees 30 minutes West 696.0 feet to point of beginning. Situated in Shelby County, Alabama.

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

Form ALA-35

Dearring & Canvel

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 hear 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 Mortgages 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 448 mic 447 Hue Van Le and wife, Julie Phan Le , 1984. OUT signatureS ave hereunto set and seal, this STATE OF ALA. SHELBY CO. INSTRUMENT WAS FILED 1984 HAY 11 AM 10: 05 **₩** THE STATE WIGE ALIABAMA SHELBY COUNTY the undersigned authority I, Notary Public in and for said County, in said State, hereby certify unat Hue Van Le and wife, Julie Phan Le whose name, Signed to the foregoing conveyance, and who known to me acknowledged before me on this day, are that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. 10th Gipen under my hand and official seal this day of STATEON COUNTY , a Notary Public in and for said County, in said State, whose name as οf 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

Recording Fee \$
Deed Tax \$

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PASON Land Fille Porvices & C. T. NORTH & P.O. ROX 10481 & PHONE 12081...
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Jasutames Company

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DEED

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