989

This instrument was prepared by

(Name) Wallace, Ellis, Head & Fowler, Attorneys

(Address) Columbiana, Alabama 35051

Form TICOR 6000 1-84
**MORTGAGE—TICOR TITLE INSURANCE**

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

Wallace D. Ferguson and wife, Gale L. Ferguson

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

Herbert C. Cannon or William E. Williamson

(hereinafter called "Mortgagee", whether one or more), in the sum of FIFTEEN THOUSAND AND NO/100 Dollars ($ 15,000.00 ), evidenced by one promissory installment note of this date in the amount of $15,000.00, together with interest upon the unpaid portion thereof from date at the rate of 10% per annum, in monthly installments of $249.02, payable on the 1st day of each month after date, commencing January 1, 1985, until said sum is 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,

Wallace D. Ferguson and wife, Gale L. Ferguson

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 NW corner of NW¼ of NE¼ of SE¼ of Section 5, Township 20, Range 1 West; run thence South 2 deg. 30' West a distance of 366 feet; thence turn an angle of 89 deg. to the left and run thence Easterly a distance of 900 feet to the point of beginning of the land herein described and conveyed; thence turn an angle of 89 deg. to the right and run thence Southerly a distance of 764 feet to a point on the NE boundary of the right of way of the Chelsea-Simsville Highway; thence turn an angle of 89 deg. to the left and run Easterly a distance of 420 feet; thence turn an angle of 91 deg. to the left and run Northerly a distance of 764 feet; thence turn an angle of 89 deg. to the left and run Westerly a distance of 420 feet to the point of beginning; containing 7.36 acres, more or less.
Situated in Shelby County, Alabama.

Subject to easements and rights of way of record.

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

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Rt-E Box 172
Ripton, Al 36475

Said proper[redacted]rranted free from all incumbrances an[redacted] any adverse claims, except as stated a[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 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

have hereunto set our signatures and seal, this 2 day of November, 19 84.

Wallace D. Ferguson ....(SEAL)
(Wallace D. Ferguson)

....(SEAL)

Gale L. Ferguson ....(SEAL)
(Gale L. Ferguson)

....(SEAL)

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THE STATE of TEXAS
HARRIS COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wallace D. Ferguson and wife, Gale L. Ferguson 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 2nd day of Nov., 19 84.

[signature] 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

1984 NOV 20 PM 2:54

JUDGE OF PROBATE

RECORDING FEES
Mortgage Tax $ 22.50
Deed Tax
Mineral Tax
Recording Fee 5.00
Index Fee 1.00
TOTAL $ 28.50

Columbiana, Alabama 35051
Return to:
Wallace D. Ferguson
Gale L. Ferguson
TO
Herbert C. Cannon
or
William E. Williamson

MORTGAGE DEED

This form furnished by
TICOR TITLE INSURANCE
[illegible], Alabama 35203
(205) 251-8484