

203
This Instrument Prepared By:
DANIEL M. SPITLER
Attorney at Law
108 Chandalar Drive
Pelham, Alabama 35124

MORTGAGE

STATE OF ALABAMA)

) KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That, Whereas,

JAMES R. MCNALLY and wife, GLENDA B. MCNALLY

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

THE HOMESTEAD, A Joint Venture,

(hereinafter called "Mortgagee", whether one or more), in the sum of SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00), evidenced by Promissory Note of even date herewith.

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, 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:

BOOK 016 PAGE 804
Begin at the Southeast corner of Lot 11 of "The Homestead" as recorded in Map Book 8, page 167 in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Southwesterly direction along the Southeasterly line of said Lot 11 for a distance of 291.21 feet to a point on the Easterly line of Vick Circle; thence turn an angle to the right of 90 degrees to the tangent of the following described course, said course being situated on a curve to the left having a central angle of 42 degrees 15 minutes 17 seconds and a radius of 50 feet; thence run along the arc of said curve to the left in a Northwesterly direction for a distance of 36.87 feet; thence turn an angle to the right from the tangent of last described course of 90 degrees and run in a Northeasterly direction for a distance of 329.70 feet; thence turn an angle to the right of 56 degrees 32 minutes 24 seconds and run in a Northeasterly direction for a distance of 36.73 feet; thence turn an angle to the right of 34 degrees 58 minutes and run in a southeasterly direction for a distance of 39.28 feet; thence turn an angle to the right of 41 degrees 01 minute 40 seconds and run in a southeasterly direction for a distance of 185 feet to the point of beginning.

Subject to easements, rights-of-way, restrictions, permits and agreements of public record.

Subject to restrictions and covenants of Seller, a copy of which is hereby acknowledged.

Less and except mineral and mining rights, oil and gas rights and all rights incidental thereto.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

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 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 of said Mortgagee or assigns, additional to the debt hereby specifically 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 thereby secured.

IN WITNESS WHEREOF the undersigned have hereunto set their signature and seal, this 25 day of January, 1985.

James R. McNally (SEAL)
James. R. McNally

Glenda B. McNally (SEAL)
Glenda B. McNally

STATE OF LOUISIANA)
Lafayette PARISH)

I, the undersigned, a Notary Public in and for said Parish, in said State, hereby certify that James R. McNally and wife, Glenda G. McNally, 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 25 day of Jan, 1985

(NOTARIAL SEAL)



[Signature]
Notary Public

My Commission Expires: LIFE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 FEB -4 AM 10:01

Mtg TAX 25.50
Dec 5.00
Jud 1.00
31.50

[Signature]
JUDGE

BOOK 016 PAGE 805