

This instrument was prepared by

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

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Lawrence Isbell

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

✓ Lester Joseph McKinney and wife, Shirley Ruth McKinney

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

of SEVENTEEN THOUSAND AND NO/100

(\$ 17,000.00 ), evidenced by one promissory Real Estate Mortgage Note of this date in the

amount of \$17,000.00, together with interest on the unpaid portion thereof from date at the rate of 10% per annum, in monthly installments of \$200.00, payable on the 1st day of each month after date, commencing November 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,

Lawrence Isbell

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 SE corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 11, Township 18, Range 1 East; thence West 212 feet to the point of beginning of the property herein described; thence North 250 feet to the South right of way line of County Road No. 50; thence West 179 feet along the South right of way line of County Road No. 50; thence South 100 feet; thence East 110 feet to the point of beginning.

The undersigned, Lawrence Isbell, agrees to pay a late charge of \$5.00 for each and every payment which is more than 5 days late, and further, that if payments become 3 months behind, the mortgagees may proceed to foreclose this mortgage.

THIS IS A PURCHASE MONEY MORTGAGE.

Mortgagor shall have the right to prepay at any time 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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P.O. Box - 322  
Columbiana, Ala 35051

Said property granted free from all incumbrances and any adverse claims, except as stated a

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 my signature and seal, this 20th day of September, 1985.

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT WAS FILED

1985 SEP 23 AM 10:10

*Mtg 24 25.50*  
*Rec 5.00*  
*Ind 1.00*  
*31.50*

*Lawrence Isbell* (SEAL)  
(Lawrence Isbell)

..... (SEAL)

..... (SEAL)

..... (SEAL)

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JUDGE OF PROBATE ALABAMA }  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lawrence Isbell

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of September, 1985. *Lawrence Isbell* 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

1985 SEP 23 AM 10:10

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ <u>25.50</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>5.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>31.50</u>

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

Return to:

TO