

STATE OF ALABAMA)

SHELBY COUNTY)

2640

This PURCHASE MONEY MORTGAGE made and entered into on this 16th day of October, 1985, by and between Douglas H. Ballard, Sr. (Mortgagor), Champion Realty Corporation (Mortgagee),

WITNESSETH:

That, WHEREAS, Mortgagor has this day become justly indebted to Mortgagee in the sum of Five Hundred Thirty-Two Thousand and no/100 Dollars (\$532,000) for the purchase price of the hereinafter described real estate as evidenced by a note of even date herewith made by Mortgagor (the Note); and

WHEREAS, Mortgagor desires to secure the prompt payment of the Note,

NOW, THEREFORE, in consideration of the premises and to secure the prompt payment of the Note and the performance of the covenants hereof, Mortgagor has bargained and sold, and does hereby grant, bargain, sell and convey unto Mortgagee, its successors and assigns, the following described real estate lying and being in Shelby County, Alabama, together with all improvements now or hereafter situated on said real estate and all awards hereafter made for the taking thereof or injury thereto and all easements and other rights now or hereafter appurtenant thereto:

Bradley, Arant

045 212

S 1/2 of NE 1/4; W 1/2 of NW 1/4 of NE 1/4; E 1/2 of NW 1/4;
S 1/2 of SW 1/4; NE 1/4 of SW 1/4 and SE 1/4 all in Section 27,
Township 21 South, Range 3 West, containing 460 acres, more
or less, except minerals and mining rights; and

NE 1/4; E 1/2 of SW 1/4 all in Section 34, Township 21 South,
Range 3 West, containing 240 acres, more or less, except
minerals and mining rights,

TO HAVE AND TO HOLD unto Mortgagee, its successors and
assigns, forever. And Mortgagor covenants with Mortgagee that he is
lawfully seized of the mortgaged premises, that said premises are free from
all liens and encumbrances except as aforesaid, that he has a good right to
sell and convey the same as aforesaid and that he will warrant and forever
defend the title to said premises unto Mortgagee, its successors and assigns.

This Mortgage is made and accepted on the understanding that
the following covenants and agreements shall continue in effect so long as
the Note remains unpaid:

1. Mortgagor shall pay the indebtedness hereby secured as
and when the same shall become due and payable and shall comply with the
terms hereof.

2. Mortgagor shall for the benefit of Mortgagee constantly
keep in force fire and extended coverage insurance with such companies as
may be satisfactory to Mortgagee for not less than the full insurable value
of the mortgaged premises, with loss payable to Mortgagee as its interest
may appear, and furnish Mortgagee certificates of all such insurance.
Mortgagor shall also constantly keep in force such other insurance as

prudent owners engaged in similar activities keep in force and shall cause Mortgagee to be named as an additional insured of such insurance.

3. Mortgagor shall pay all taxes, assessments or other charges which may be levied upon or accrue against said real estate, promptly as and when so levied or assessed, and furnish Mortgagee evidence of the payment thereof before the same would become delinquent if not paid.

4. Mortgagor shall keep the mortgaged premises in good condition and repair and shall commit and permit no waste thereon or thereto. Mortgagor shall promptly pay and discharge any lien filed against said premises by mechanics or materialmen.

5. If Mortgagor fail to insure the mortgaged property as hereinabove provided, or to pay all or any part of the taxes, assessments, or other charges which may be levied upon or accrue against said property, or to pay all liens, mortgages, debts or other charges which may be or become liens superior to the lien of this Mortgage, Mortgagee may insure said property or pay such taxes, assessments, mortgages, debts, liens or other charges, and any money which Mortgagee shall so pay or become obligated to pay shall constitute a debt to Mortgagee additional to the indebtedness hereby secured, and shall be secured by this Mortgage and at the option of Mortgagee shall be immediately due and payable.

6. Mortgagor shall pay to the Mortgagee upon request, in monthly installments and until the principal sum secured hereby is fully

BOOK 045 PAGE 214

BOOK 045 PAGE 215

paid, a sum equal to taxes, assessments, and casualty insurance premiums next due on the mortgaged premises (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such taxes, assessments and premium will become delinquent. Such sums shall be held by Mortgagee, without interest, to pay said taxes and special assessments and premium, and such sums may be co-mingled with other assets of Mortgagee. In the event of a default in the payment of the indebtedness secured hereby or in the performance of any of the covenants, conditions and agreements hereof, Mortgagee may apply such sums collected hereunder as Mortgagee may determine and/or to such taxes, assessments and premiums, as Mortgagee may elect. Mortgagor shall, promptly upon receipt, deliver to Mortgagee all bills for such taxes, assessments and insurance premiums received by Mortgagor. The Mortgagee, upon receipt of the bills, shall pay from such fund held by it all such taxes, assessments and insurance premiums as they become due. Mortgagee shall not be required to determine the accuracy of any bill or the validity of any such taxes, assessments and insurance premiums. If the mortgaged premises are sold under foreclosure or are otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under this paragraph 6 shall be credited to the principal and/or accrued interest on the indebtedness secured by this Mortgage as of the date of commencement of foreclosure proceedings or as of the date the mortgaged premises are otherwise acquired, unless such shall have been previously applied by Mortgagee in accordance with the foregoing provisions of this paragraph 6.

7. Mortgagor shall not sell or encumber the mortgaged property or any part thereof or interest therein without the prior written consent of Mortgagee.

8. If Mortgagor pays the indebtedness evidenced by the Note and reimburses Mortgagee for any amounts Mortgagee may have expended for taxes or assessments or other charges, liens or debts, then this Mortgage shall become null and void, but should default be made in the payment of any sum expended by Mortgagee for taxes, assessments or other charges, liens or debts, or should Mortgagor fail to pay the indebtedness evidenced by the Note or any part thereof, as and when the same becomes due, or should Mortgagor fail to observe the covenants and agreements herein set forth, or should the interest of Mortgagee in said real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the indebtedness hereby secured, or should Mortgagor become a bankrupt, then in any one of such events, the whole of said indebtedness evidenced by the Note shall at once become due and payable at the option of Mortgagee, and this Mortgage be subject to foreclosure as now provided in the case of past due mortgages, and Mortgagee shall be authorized to take possession of said real estate hereby, and with or without first taking possession, after giving notice by publication once a week for three successive weeks of the time, place and terms of sale in a newspaper published in said county and state, sell said real estate in lots or in parcels or en masse as Mortgagee shall deem best, in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, or this mortgage may be foreclosed by suit in any court of

045 216

competent jurisdiction. The proceeds of any sale on foreclosure shall be applied, 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 may be necessary to expend in paying taxes, assessments or other charges, liens or debts, 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, and fourth the balance if any to be paid to Mortgagor. Mortgagee may bid at any such sale and purchase said real estate, if the highest bidder therefor.

9. It is expressly agreed that any indebtedness at any time secured hereby may be extended, rearranged, or renewed, and that any part of the security herein described may be waived or released without in anywise altering, varying or diminishing the force, effect or lien of this Mortgage.

10. All covenants and agreements herein contained shall bind and inure to the benefit of Mortgagor and Mortgagee and their respective heirs, personal representatives, successors and assigns, provided, however, that Mortgagor shall not sell or encumber the real estate subject to this Mortgage without the prior written consent of Mortgagee except as permitted by the terms of this Mortgage.

11. No failure of Mortgagee to exercise any option herein given to declare the maturity of the indebtedness hereby secured upon default by Mortgagor shall be taken as a waiver of such right so long as the default giving rise to such right remains uncured.

045 217

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed for and in its name and its seal to be hereunto affixed as of the day and year first above written.

DH Ballard Sr. (SEAL)
Douglas H. Ballard, Sr.

Douglas H. Ballard, Sr.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas H. Ballard, Sr., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of October, 1985.

Cynthia D. Duckworth
Notary Public

(NOTARIAL SEAL)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 OCT 17 AM 10:09

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ <u>798.00</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>17.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>816.50</u>