

This instrument was prepared by

1075

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

ROBERT C. SPAIN and wife, MARY SPAIN,

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

RICKY WAYNE SEALE,

(hereinafter called "Mortgagee", whether one or more), in the sum of FOUR THOUSAND and No/100 ----- Dollars (\$4,000.00), evidenced by a promissory note of even date repayable according to the terms and at the rate of interest stated therein.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, and any extensions or renewals of the same or any portion thereof and also to secure any and all indebtedness or obligations, direct or contingent, now existing or hereafter owed or due by Mortgagors or either of them to Mortgagees or either of them. NOW THEREFORE, in consideration of the premises, said Mortgagors,

ROBERT C. SPAIN and wife, MARY SPAIN,

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:

See attached Exhibit "A" for legal description of real property conveyed by this mortgage LESS AND EXCEPT title to minerals underlying this real property with mining rights and privileges belonging thereto as reserved by instrument recorded in Deed Book 145, at Page 165, in the Office of the Judge of Probate of Shelby County, Alabama, and subject to rights acquired by Alabama Power Company by instrument recorded in Deed Book 242, at Page 369, in said Probate Records.

Subject to all planning, zoning, health and other governmental regulations affecting subject real property.

Subject to all rights-of-way, easements and transmission lines, if any, in evidence through use.

Subject to all rights-of-way, easements, limitations and restrictions shown on the survey map or plat specified in Exhibit "A" to Mortgage, a copy of which map was delivered to Mortgagors either on this date or prior hereto.

Privilege to prepay the indebtedness secured by this mortgage, in whole or in part, is reserved to the Mortgagors without penalty, accrued interest being due and payable only on the unpaid principal balance to the date of prepayment and thereafter interest shall be due and payable only on the unpaid principal balance.

This is a purchase money mortgage securing part of the purchase price for the above described real property conveyed to Mortgagors by the Mortgagee simultaneously herewith.

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; 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

ROBERT C. SPAIN and wife, MARY SPAIN,

have hereunto set our signatures and seal, this

13th day of June

1986.

Robert C. Spain

Mary Spain

THE STATE of ALABAMA
SHELBY

COUNTY

I, the undersigned
hereby certify that Robert C. Spain and wife, Mary Spain,

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 13th

day of June

1986.

Notary Public.

THE STATE of

COUNTY

I, 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

MORTGAGE DEED

Return to:

TO

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Commence at the Northwest corner of Section 35, T.S. 24N,R 15E, Shelby County, Alabama and run thence East along the North line of said Section 35 a distance of 987.36' to a point, Thence run South a distance of 1,021.26' to a point on the water line of Lay Lake and the point of beginning of the property being described, Thence run S 0°-35'-12"W along the said water line of said Lay Lake a distance of 127.47' to a point, Thence run S 45°-30'-04"W a distance of 572.71' to a point on the North line of a public road, Thence run S 84°-32'-05"W along the chord of a curve to the left having a central angle of 34°-17'-45" and a radius of 165.31', a chord distance of 97.48' to a point, Thence run S 67°-23'-13"W a distance of 27.72' to the P.C. of a curve to the right having a central angle of 19°-51'-25" and a radius of 100.54' Thence run along the chord of said curve S77°-19'-03" W a chord distance of 34.67' to a point, Thence run N 45°-30'-04"E a distance of 793.87' to the point of beginning.

BOOK C76 PAGE 549

According to my survey this 10th day of June, 1986

Joseph E. Conn, Jr.
Joseph E. Conn, Jr
Ala. reg. No. 9049

SBCE
RS
File No. 1016

SIGNED FOR IDENTIFICATION:

Robert C. Spain
Robert C. Spain

Mary Spain
Mary Spain

1. Deed Tax \$
2. Mtg. Tax 6.00
3. Recording Fee 1.50
4. Indexing Fee 1.00
TOTAL 14.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 JUN 13 PM 3:47

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE