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(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW

(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,

Barry Osborn and wife, Frankie Osborn

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

Alene Osborn

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

of FOURTEEN THOUSAND AND NO/100----- Dollars
 (\$ 14,000.00), evidenced by one promissory note of even date, in the amount of \$14,000.00 together with interest upon the unpaid portion thereof from date at the rate of 10% per annum, in monthly installments of \$185.02 for ten years, payable on the 1st day of each month after date, commencing on the 1st day of December, 1986 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,

Barry Osborn and wife, Frankie Osborn

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in
 (Parcel 6) County, State of Alabama, to-wit:

Commence at the Southeast corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 24, Township 19 South, Range 1 West; thence run Westerly along the South line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 610.79 feet to a point; thence turn an angle of 101°53'44" right and run in a Northeasterly direction a distance of 400.00 feet to a point; thence turn an angle of 13°21'59" left and run Northerly a distance of 195.77 feet to the point of beginning of the parcel of land herein described; thence turn an angle of 40°02'20" to the left and run Northwesterly a distance of 734.60 feet to a point at the top of Straight Ridge; thence turn an angle of 98°14'30" right and run Northeasterly along Straight Ridge a distance of 282.17 feet to a point; thence turn an angle of 2°45'47" left and continue Northeasterly along Straight Ridge a distance of 186.48 feet to a point; thence turn an angle of 84°41'14" right and leaving Straight Ridge run Southeasterly a distance of 798.29 feet to a point; thence turn an angle of 111°44'33" right and run Southwesterly a distance of 235.60 feet to a point; thence turn an angle of 97°42'23" left and run Southeasterly a distance of 112.33 feet to a point; thence turn an angle of 58°13'26" right and run Southwesterly a distance of 42.43 feet to a point; thence turn an angle of 59°05'02" right and run Westerly a distance of 235.00 feet to the point of beginning. Said parcel of land is lying in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 24, T-19S, R-1W and contains 8.4 acres.

Also conveyed hereby is an easement for ingress and egress to and from the above described property which said easement is described as follows:

Commence at the point of beginning of the above described parcel of land; thence run Easterly along the Southern boundary line of said parcel of land a distance of 235.00 feet to the point of beginning of a 30 foot wide roadway easement; thence turn an angle of 75°55'05" right and run Southeasterly along the West boundary line of said easement a distance of 135.17 feet to a point on the Northwest 25 foot right-of-way line of County Highway 440; thence turn an angle of 124°54' left and run Northeasterly a distance of 36.57 feet to a point; thence turn an angle of 55°06' left and run Northwesterly along the East boundary line of the roadway easement herein described a distance of 144.25 feet to a point; thence turn an angle of 135°00'07" left and run Southwesterly a distance of 42.43 feet to the point of beginning. Said roadway easement is lying in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 24, T-19S, R-1W and contains 0.1 acre.

It is agreed and understood that the mortgagors herein shall have the right at any time to prepay all or any part of said above indebtedness, without penalty, by paying such amount of principal plus the accrued interest as of such prepayment date.

This is a purchase money mortgage.

Mortgagors and mortgagee agree that if any portion of the indebtedness secured hereby shall be outstanding and unpaid at the date of death of the mortgagee, such balance

(CONTINUED ON REVERSE SIDE)

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Witness Alene Osborn

206 1/2 Hwy, Road 440 Chelsea Ala 35043

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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

Barry Osborn and wife, Frankie Osborn

have hereunto set their signatures and seal, this 17th day of November, 1986

Barry Osborn (SEAL)
Frankie Osborn (SEAL)

THE STATE of ALABAMA }
SHELBY COUNTY }

I, _____, a Notary Public in and for said County, in said State, hereby certify that Barry Osborn and wife, Frankie Osborn

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 bear date.

Given under my hand and official seal this 17th day of November, 1986

Conrad M. Fowler Jr. 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

(CONTINUED FROM REVERSE SIDE)

of the secured indebtedness and all interest thereon shall be forgiven, cancelled, and satisfied as paid in full with the mortgagors having no further responsibility and obligation to pay said indebtedness or any portion thereof or any interest thereon.

Peggy Judetson Witness
Conrad M. Fowler Jr. Witness

Alene Osborn Alene Osborn

STATE OF ALABAMA, SHELBY CO.
I HEREBY CERTIFY
THAT THE FOREGOING
1986 NOV 17 PM 4:04
JUDGE OF PROBATE

1. Deed Tax \$ _____
2. Mfg. Tax 21.00
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 27.00