

This instrument was prepared by

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

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-88

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Barbara Osborn Moore and husband, Ray Moore

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

Alene Osborn

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

of THIRTY-FIVE THOUSAND AND NO/100-----Dollars
(\$ 35,000.00), evidenced by one promissory note of even date, in the amount of \$35,000.00 together with interest upon the unpaid portion thereof from date at the rate of 10% per annum, in monthly installments of \$462.53 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,

Barbara Osborn Moore and husband, Ray Moore

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

(Parcel 7)
Commence at the Southeast corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 24, Township 19 South, Range 1 West which is the point of beginning of the parcel of land herein described; thence run Westerly along the South boundary line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 339.70 feet to a point on the Eastern 25 foot right-of-way line of County Highway 440; thence turn an angle of 101°53'44" to the right and run Northeasterly along said right-of-way line a distance of 335.22 feet to a point; thence continue along said right-of-way line, along a curve to the right (concave Southeasterly and having a radius of 242.82 feet and a central angle of 58°30'11") for an arc distance of 247.94 feet to a point; thence continue along said right-of-way line, along the tangent of said curve a distance of 990.80 feet to a point; thence continue along said right-of-way line, along a curve to the left (concave Northwesterly and having a radius of 893.87 feet and a central angle of 19°35'23") for an arc distance of 305.62 feet to a point; thence continue along said right-of-way line along the tangent of said curve a distance of 195.0 feet to a point; thence continue along said right-of-way line, along a curve to the right (concave Southeasterly and having a radius of 929.93 feet and a central angle of 9°22'46") for an arc distance of 152.23 feet to a point on the East boundary line of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 24, Township 19 South, Range 1 West; thence turn an angle of 121°44'51" to the right from the tangent of said curve and leaving said right-of-way line, run Southerly along the said East boundary line of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, a distance of 988.43 feet to a point; thence turn an angle of 88°03'51" to the right and run Westerly along the North line of Mt. Signal Cemetery a distance of 420.0 feet to a point; thence turn an angle of 88°03'51" to the left and run Southerly along the West line of Mt. Signal Cemetery a distance of 210.0 feet to a point on the South boundary line of the above mentioned SE $\frac{1}{4}$ of SE $\frac{1}{4}$; thence turn an angle of 88°03'51" to the right and run Westerly along said South boundary line of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 899.86 feet to the point of beginning. Said parcel of land is lying in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 24, Township 19 South, Range 1 West and contains 26.18 acres.

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 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.

Raymond H. Fowler
Raymond H. Fowler

Alene Osborn
Alene Osborn

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

TO ACENE -- 30RN 600 ROAD 440 WHEELS ALA 35051

BOOK 103 PAGE 808

BOOK 103 PAGE 808

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 Mortgagee 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

Barbara Osborn Moore and husband, Ray Moore

have hereunto set their signatures and seal, this

12 day of November, 1986

Barbara Osborn Moore (SEAL)

Ray Moore (SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Barbara Osborn Moore and husband, Ray Moore

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 were signed. Given under my hand and official seal this 12 day of November, 1986

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

1986 DEC -5 PM 4:15

JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax 52.50
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 58.50

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantees Abstracts
TITLES INSURANCE - ABSTRACTS
Birmingham, Alabama