

This instrument was prepared by

(Name) WALLACE, ELLIS, HEAD & FOWLER 1932

(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,

Hue Van Le and wife, Julie Phan Le

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

Florence Moore, and upon her death, to Ray H. Moore

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

of Fourteen thousand and no/100 ----- Dollars  
(\$14,000.00), evidenced by promissory note of this date in the amount of \$14,000.00 bearing  
interest at the rate of 10% per annum, payable in monthly installments in the amount of  
\$185.02 each for a period of ten (10) years, the first monthly payment being due and  
payable on the 15 day of JANUARY, 1987, and monthly thereafter  
until said amount is paid in full.

Mortgagors shall have the right to prepay all or any part of the principal without penalty  
or unearned interest.

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,

Hue Van Le and wife, Julie Phan Le

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 SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 28, Township 19 South, Range 1 East;  
thence run Northerly along the East boundary line of said Section 28 for a distance of  
891.75 feet to a point; thence turn an angle of 89 deg. 34 min. 48 sec. to the left and  
run Westerly a distance of 179.5 feet to a point which is designated as the beginning in  
that certain deed from C. L. Moore to Florence Moore dated January 30, 1950 and recorded  
at the Shelby County Probate Judge's Office in Deed Book 140, page 170; thence continue  
along the same line of direction for a distance of 235.0 feet to a point; thence turn an  
angle of 20 deg. 40 min. 18 sec. to the right and run Northwesterly a distance of 198.28  
feet to a point; thence turn an angle of 68 deg. 54 min. 30 sec. to the right and run  
Northerly a distance of 118.0 feet to the point of beginning of the parcel herein described;  
thence continue along the same line of direction for a distance of 233.68 feet to a point  
on the North boundary line of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of the aforementioned Section 28; thence turn an  
angle of 89 deg. 42 min. 22 sec. to the right and run Easterly along said North boundary  
line for a distance of 433.93 feet to a point on the Western 40 ft. right-of-way line of  
County Highway 55; thence turn an angle of 94 deg. 02 min. 25 sec. to the right and run  
Southwesterly along said right-of-way line for a distance of 319.59 feet to a point; thence  
turn an angle of 86 deg. 40 min. 25 sec. to the right and leaving said right-of-way run  
westerly for a distance of 201.68 feet to a point; thence turn an angle of 20 deg. 40 min.  
18 sec. to the right and run Northwesterly a distance of 226.55 feet to the point of be-  
ginning; said parcel of land is lying in the SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 28, Township 19 South,  
Range 1 East, Shelby County, Alabama.

SUBJECT TO THE FOLLOWING:

1. Taxes for the year 1987 are a lien, but not due and payable until October 1, 1987.
2. Right-of-way granted to Shelby County by instrument recorded in Deed Book 135, page 178,  
in Probate Office.
3. Easement to Plantation Pipeline as shown by instrument recorded in Deed Book 112, page  
228 in Probate Office.
4. Encroachment of fence as shown by survey of Lewis H. King, dated December 1, 1986.

THIS IS A PURCHASE MONEY MORTGAGE AND A FIRST MORTGAGE.

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

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

Hue Van Le and wife, Julie Phan Le

have hereunto set our signatures and seal, this 22 day of December, 1986.

Hue Van Le (SEAL)  
Julie Phan Le (SEAL)  
(SEAL)  
(SEAL)

THE STATE of Alabama }  
Shelby COUNTY }

I, the undersigned

, a Notary Public in and for said County, in said State,

hereby certify that Hue Van Le and wife, Julie Phan Le

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 22 day of December, 1986.  
Dorothy Jackson 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

STATE OF ALA-SHELBY CO., Notary Public  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1986 DEC 23 AM 9:52

Thomas P. Scarborough, Jr.  
JUDGE OF PROBATE

MORTGAGE DEED

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

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