## This instrument was prepared by

## Harrison, Conwill, Harrison & Justice

P. O. Box 557 Columbiana, Alabama 35051

## MORTGAGE-

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

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Ricky Headley and wife, Melissa Headley

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

Loyd L. Anderson

(hereinafter called "Mortgagee", whether one or more), in the sum of Eighteen Thousand Seven Hundred Fifty and no/100----Dollars promissory note of even date herewith, due and payable in accordance with the terms, conditions and provisions of said note and/or any renewal or extensions thereof.

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,

Ricky Headley and wife, Melissa Headley

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

The East 12 acres of uniform width of the following described property: The Ni of the NWi of the SWi of Section 20, Township 22, Range 2 West and the North 50 feet of the Sh of the NWh of the SWh of Section 20, Township 22, Range 2 West, said property being further described as being Tract 458 and part of Parcel B and a part of Tract 467 according to Lloyd's Map.

Mortgagee further conveys to Mortgagor a fifteen (15) foot easement for ingress and egress to the above described property along the South line of Mortgagee's remaining property leading from the above described property to Shelby County Highway #63.

Mortgagee further reserves a fifteen (15) foot right-of-way for ingress and egress along the South 15 feet of the above described property herein conveyed.

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

Form ALA 🖟 🚣 Armer (n. 1921) 🤹





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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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.

Ricky Hea	_					Headle a Head	9 87. Lead Head Tey	Duy)			(SEAL) (SEAL)
								***************			(SEAL) (SEAL)
	ALABAMA SHELBY	COUN	TTY }			•					
I, the under ereby certify that	rsigned Ricky	authori Headley	ty and wi	ife,		, a Notary Head		and for sai	id Count	ty, in s	
are whose names / signatured hat being informed Given under my h					e known to execute January		vledged be voluntari	fore me or ly on the d	this da		ears date.
THE STATE of		COUN	rty }		<u>-                                    </u>	<u> </u>			- 1: - 1: - 1: - 1: - 1: - 1: - 1: - 1:		Section 1
•						, a Notary	Public in	and for sa	id Count	ty, in s	aid State

Given under my hand and official seal, this the day of , 19

\*and should the undersigned fail to pay said taxes or assessments, or Mary Public keep said property insured as above specified, or fail to deliver said policies to said deay-

clare the	, then whole may pro	the of s ocee@	aid ir l with <sub>l</sub>	idebi  for	gagee, or assigns, may at the Morte tedness secured by this mortgage to closure as provided above, even i	o be	due and tgagee	a bs
Return to:	Ę			MORTGAGE DEED	STATE OF ALL SHELBY CO.  I CERTIFY THIS INSTRUMENT WAS FILED  1987 JAN 30 PM 2: 43  JUDGE OF PROBATE  1. Duel Tex  2. Mile Tex  3. Recording Fee Soo  4. Indexing For J-00  TOTAL  34.20	Recording Fee \$ Deed Tax \$	This form furnished by HARRISON, CONWILL, HARRIS & JUSTICE	P. O. Box 557 Columbiana, Alabama 35051