

This instrument was prepared by

1797

18.55

(Name) Donald Real Estate

(Address) 4508 Gary Ave. Fairfield, Al. 35064

Form 1-1-22 Rev. 1-44

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

William and Diane Hand

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

The Homestead, A Joint Venture

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

of Six Thousand Six Hundred Thirty dollars & 00/100-----  
(\$ 6630.00 ), evidenced by one promissory note of even date

Dollars

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,

William and Diane Hand

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:

Legal description being 1.71 acres attached hereto and made a part hereof.

Less and except mineral, mining, oil and gas rights and all rights incidental thereto.

Subject to easements, rights of way and all matters of public record.

Subject to restrictions as recorded in Misc. 57, page 62 and Real 3, page 840, as amended in Real 30, page 510,

THIS IS NOT THE HOMESTEAD OF GRANTOR.

BOOK 116 PAGE 199

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

have hereunto set

signature

and seal, this

18<sup>th</sup> day of Feb 19 87  
William Hand  
Diane Hand

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of

Ala  
Shelby COUNTY

I, Robert Jess Bartlett  
hereby certify that

William & Diane Hand, a Notary Public in and for said County, in said State,

whose name 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

18<sup>th</sup> day of Feb 19 87  
Robert J. Bartlett

THE STATE of

COUNTY

I,  
hereby certify that

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

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

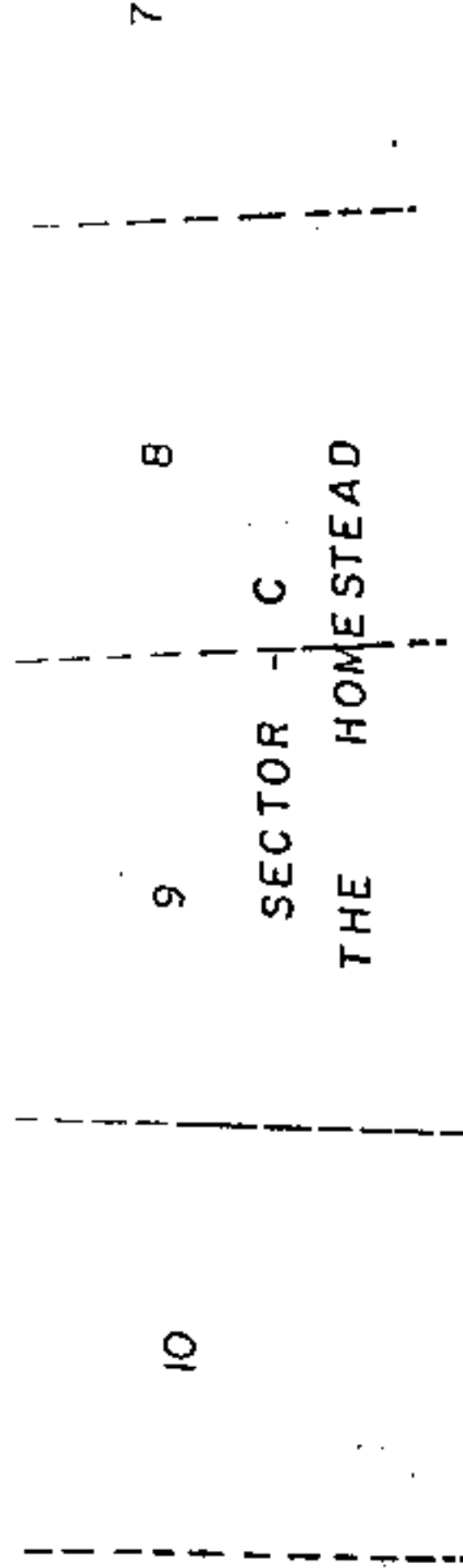
Notary Public

MORTGAGE DEED

TO

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

Birmingham, Alabama



LEGAL DESCRIPTION

STATE OF ALABAMA  
COUNTY OF SHELBY

I, Joseph E. Conn, Jr., a registered surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown, that there are no visible encroachments of any kind upon the subject property except as shown, that steel corners have been installed at all lot corners and curve points as shown on the plat represented by small open circles. I further certify that I have consulted the Federal Insurance Administrations Flood Hazard map for the area and have determined that the subject property is not in a flood prone area, the correct legal description being as follows:

PARCEL 1-A

Commence at the N.E. corner of Section 18, Township 21 South, Range 2 East, Shelby County, Alabama and run thence S 87°-03'-59" W a distance of 609.92', Thence run S 1°-46'-31" E a distance of 4,185.83', Thence run S 88°-13'-29" W a distance of 633.27' to the point of beginning of the property being described, Thence run S 20°-30'-37" E a distance of 205.52' to a point on the North margin of McCLURE DRIVE, Thence run S 89°-59'-59" W along the said margin of said Street a distance of 117.63' to the P.C. of a cul-de-sac curve to the right having a central angle of 42°-50' and a radius of 25.0', Thence run along the arc of said curve an arc distance of 18.69' to the P.R.C. of a cul-de-sac curve to the left having a central angle of 132°-50' and a radius of 50.0', Thence continue along the arc of said curve an arc distance of 115.92' to a point, Thence run S 90°-00'-00" W a distance of 47.47' to a point, Thence run N 2°-28'-25" E a distance of 463.37' to a point, Thence run S 71°-34'-32" E a distance of 101.30' to a point, Thence run S 20°-30'-37" E a distance of 222.81' to the point of beginning, containing 1.71 acres.

According to my survey this 19th day of December 1986

*Joseph E. Conn, Jr.*  
Joseph E. Conn, Jr. Alabama reg. No. 9049  
SURVCORNN

File No. 3060  
Donald Realty.  
R. R.  
12/18/1986  
Homestead

PHONE: (205) 663-4251

**SURVCORNN**

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1987 FEB 20 PM 2:42

*Thomas A. Shumaker, Jr.*  
JUDGE OF PROBATE

|                  |       |
|------------------|-------|
| 1. State Fee     | 1.00  |
| 2. Notary Fee    | 7.50  |
| 3. Recording Fee | 1.00  |
| 4. Indexing Fee  | 1.00  |
| TOTAL            | 18.50 |

