

This instrument was prepared by

321

(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 } KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
COUNTY OF SHELBY }

Dennis Blackerby and wife, Tammy Blackerby

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
Esther Kate New and husband, Dale D. New

of Seventeen thousand and no/100----- (hereinafter called "Mortgagee", whether one or more), in the sum  
(\$17,000.00 ) Dollars  
of September, 1987, due and payable in accordance with the terms and provisions of  
said note.

BOOK 149 PAGE 351

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,  
Dennis Blackerby and wife, Tammy Blackerby

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:

A parcel of land located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 34, Township 20 South,  
Range 1 East, Shelby County, Alabama, described as follows: Commence at the Southeast  
corner of said Section 34; thence run West along the South section line 497.50 feet to  
the point of beginning; thence continue last course 340.58 feet; thence turn right 89 deg.  
04 min. 56 sec. and run North 1279.26 feet to a point on the North  $\frac{1}{4}$ - $\frac{1}{4}$  line; thence turn  
right 91 deg. 02 min. 12 sec. and run East along the North  $\frac{1}{4}$ - $\frac{1}{4}$  line 340.59 feet; thence  
turn right 88 deg. 57 min. 48 sec. and run South 1278.59 feet to the point of beginning.  
LESS AND EXCEPT that part lying within the right-of-way of Shelby County Highway #48  
(a right-of-way by prescription) along the South side of the above described property.  
According to survey of Amos Cory, P.L.S. #10550, dated August 11, 1987.

- SUBJECT TO THE FOLLOWING:
1. Taxes for 1987 and subsequent years. 1987 taxes are a lien but not due and payable until October 1, 1987.
  2. Permit to Alabama Power Company, as recorded in Deed Book 131, page 566, in the Probate Office of Shelby County, Alabama.
  3. Any part of caption lands which lie within a public road.
  4. Any loss, claim, damage or expense including additional tax due, if any, arising from or due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.

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.

It is agreed and understood that in the event mortgagors herein should sell the hereinabove property, the entire indebtedness evidenced hereby shall become immediately due and payable to the mortgagees.

THIS IS A PURCHASE MONEY MORTGAGE.

Dale D. & Esther Kate New

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

Dennis Blackerby and wife, Tammy Blackerby

have hereunto set their signature S and seal, this

2<sup>nd</sup> day of September, 19 87

*Dennis Blackerby* (SEAL)  
 Dennis Blackerby  
*Tammy Blackerby* (SEAL)  
 Tammy Blackerby (SEAL)  
 \_\_\_\_\_ (SEAL)

BOOK 149 PAGE 352

THE STATE of ALABAMA }  
 SHELBY COUNTY }

I, the undersigned authority, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Dennis Blackerby and wife, Tammy Blackerby

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 2<sup>nd</sup> day of September, 19 87  
 \_\_\_\_\_ 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

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

1987 SEP -3 AM 9:41

*Thomas W. Snowden, Jr.*  
 JUDGE OF PROBATE

MORTGAGE DEED

1. Deed Tax	\$ _____
2. Mtg. Tax	25.50
3. Recording Fee	5.00
4. Indexing Fee	1.00
TOTAL	31.50

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

Birmingham, Alabama

Return to:

TO