

934
CORRECTIVE MORTGAGE TO SHOW NAMES CORRECTLY.

This Instrument Prepared By:
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Pelham, Alabama 35124

634 MORTGAGE

STATE OF ALABAMA)

) KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That, Whereas,

SCOTT EDWARD TUCKER, an unmarried man

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

DONALD R. MURPHY and wife, MARTHA ANN MURPHY

(hereinafter called "Mortgagee", whether one or more), in the sum of SEVEN THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$7,250.00), evidenced by Promissory Note of even date herewith.

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, 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:

Lot 63, according to the map of Southern Hills, as recorded in Map Book 7 page 72, Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

Building setback line of 35 feet reserved from Southern Hills Drive as shown by plat.

Public utility easements as shown by recorded plat, including a 7-1/2 foot easement on the East and South sides.

Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 25 page 684 in Probate Office of Shelby County, Alabama.

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 103 page 171, Deed Book 220 page 46 and Deed Book 220 page 410 in Probate Office of Shelby County, Alabama.

Easement to Alabama Power Company and South Central Bell as shown by instrument recorded in Deed Book 315 page 215 in Probate Office of Shelby County, Alabama.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Deed Book 114 page 432 in Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied to the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

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

BOOK 170 PAGE 744
BOOK 163 PAGE 480

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 of said Mortgagee or assigns, additional to the debt hereby specifically 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 thereby secured.

IN WITNESS WHEREOF the undersigned have hereunto set his/her/their signature(s) and seal(s), this 11th day of December, 1987.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 DEC 14 AM 8:50

STATE OF ALABAMA
SHELBY COUNTY
JUDGE OF PROBATE

Scott Edward Tucker (SEAL)
Scott Edward Tucker

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
88 FEB 10 AM 10:28
Re-Reg

RECORDING FEES
Recording Fee \$ 5.00
Index Fee 1.00
TOTAL \$ 6.00

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Scott Edward Tucker, an unmarried man whose name 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 the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of December, 1987.

(NOTARIAL SEAL)

1. Deed Tax \$
2. Mtg. Tax 10.95
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 16.95

James G. Goss
Notary Public