

This instrument was prepared by

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(Name) Wade H. Morton, Jr., Attorney at Law

(Address) 113 South Main Street, Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

WALTER H. TILL, JR., a married man,

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

SAMUEL H. RAMSEY and wife, LAVONNE E. RAMSEY,

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

of ELEVEN THOUSAND TWO HUNDRED FIFTY and No/100----- Dollars (\$11,250.00), evidenced by a promissory note of even date repayable according to the terms and at the rate of interest stated therein, and due and payable in full on or before June 12, 1989.

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,

WALTER H. TILL, JR., a married man,

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:

The N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 20 South, Range 2 West, Shelby County, Alabama, which, according to undated survey by Thomas E. Simmons, Land Surveyor #12945, contains 20.4 acres and is described as follows: Commence at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, thence run West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 1334.44 feet to the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence 89 deg. 25 min. 38 sec. left and run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 661.02 feet; thence 90 deg. 22 min. 32 sec. left and run East for 1335.64 feet; thence 88 deg. 57 min. 23 sec. left and run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 665.74 feet to the point of beginning.

Also, a 60 foot easement located in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 20 South, Range 2 West, Shelby County, Alabama described as follows: Commence at the Northeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34, thence run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 605.74 feet to the point of beginning; thence continue along last described course for 283.72 feet to the North right-of-way of an existing, unpaved public road; thence 90 deg. 00 min. left and run East along the right-of-way of said road for a distance of 60 feet; thence 90 deg. 00 min. left and run North for a distance of 283.72 feet; thence 90 deg. 00 min. left and run 60.00 feet West to the point of beginning, according to undated survey by Thomas E. Simmons, Land Surveyor #12945.

Subject only to the reservations and conditions as set out in Deed Book 318, at Page 200 in the Office of the Judge of Probate of Shelby County, Alabama.

Privilege to prepay the indebtedness secured by this mortgage is reserved to the Mortgagor without penalty, accrued interest being due and payable only to the date of prepayment.

This is a purchase money mortgage securing part of the purchase price for the above described real estate conveyed to Mortgagor by the Mortgagees simultaneously herewith.

The above described real property is not now the homestead of Mortgagor, or of Mortgagor's wife, and will not be the homestead of either during the period provided for payment of this mortgage.

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

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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

WALTER H. TILL, JR., a married man,

have hereunto set his signature and seal, this 12th day of September, 1988.

1. Deed Tax	\$		(SEAL)
2. Mtg. Tax		<u>16.95</u>	(SEAL)
3. Recording Fee		<u>5.00</u>	(SEAL)
4. Indexing Fee		<u>1.00</u>	(SEAL)
TOTAL		<u>22.95</u>	(SEAL)

Walter H. Till, Jr.

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THE STATE OF ALABAMA
 SHELBY COUNTY
 JUDGE OF PROBATE
 88 SEP 12 PM 12:35
 INSTRUMENT WAS FILED
 CERTIFY THIS

THE STATE of ALABAMA }
 SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Walter H. Till, Jr., a married 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 executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 12th day of September, 1988.
 Walter H. Monty, Notary Public.

THE STATE of ALABAMA }
 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

Return to:

TO

MORTGAGE DEED

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