

This instrument was prepared by

(Name) Donald Real Estate

(Address) 4508 Gary Ave, Fairfield, Al 35064

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Keith E. Murphy, a single man, Kevin C. Murphy, a single man and Gene A. Murphy, a single man  
(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 Fourteen Thousand Dollars & 00/100----- Dollars  
(\$ 14,000.00 ), evidenced by one promissory note of even date

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221 PAGE 961

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, Keith E. Murphy, a single man, Kevin C. Murphy, a single man and Gene A. Murphy, a single 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:

Lot 6, according to the Survey of The Homestead, Sector D as recorded in Map Book 11, page 5 in the Probate Office of Shelby County, Al.

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

Subject to easements, rights of ways 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, in the Probate Office of Shelby County, Al.

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

BOOK 221 PAGE 962

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

have hereunto set signature and seal, this

15<sup>th</sup> day of

Dec, 19 88

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

89 JAN 12 AM 10:45

*[Signature]* (SEAL)  
*[Signature]* (SEAL)  
*[Signature]* (SEAL)  
*[Signature]* (SEAL)

THE STATE OF *ALABAMA*  
SHELBY COUNTY

I, *Robert B. Sumner*  
hereby certify that *Gene A. Murphy*

whose name is signed to the foregoing  
STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

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

1. Deed Tax \$  
2. Mtg. Tax *21.00*  
3. Recording Fee *5.00*  
4. Indexing Fee *2.00*  
TOTAL *28.00*

I, PAMELA S. RICCA, a Notary Public in and for said Parish, in said State,  
hereby certify that KEITH E. MURPHY and KEVIN C. MURPHY  
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 28th day of December, 1988.

*[Signature]*  
PAMELA S. RICCA  
NOTARY PUBLIC

My Commission expires at my death

Return to:

MORTGAGE

This form from

LAND TITLE COMPANY  
600 20TH STREET  
BIRMINGHAM, ALABAMA  
(205) 251-21

B.T. 4