

(Name) ✓ WALLACE, ELLIS, HEAD & FOWLER

(Address).....COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-44

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MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Leo K. Hussey and wife, Judith C. Hussey

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

Ethel J. Milford

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

of Sixty-five thousand and no/100 ----- Dollars
(\$ 65,000.00), evidenced by promissory note of even date in the amount of \$65,000.00,
together with interest at the rate of 6% per annum, due and payable on or before
April 15, 1992 or at any time prior thereto at mortgagors' option, without penalty or
unearned interest, with monthly interest payments of \$325.00 each starting May 14, 1989
and monthly thereafter until said sum of \$65,000.00 plus the aforesaid interest is paid in full. Any
interest payment remaining due more than ten (10) days shall carry a late payment of
\$25.00.

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,

Leo K. Hussey and wife, Judith C. Hussey

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 situated in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 7, Township 21 South, Range 2 East of the Huntsville Principal Meridian, in Shelby County, Alabama, being more particularly described as follows: Commence at the SE corner of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 7, Township 21 South, Range 2 East; thence run North along East line of said $\frac{1}{4}$ $\frac{1}{4}$ Section for 376.40 feet; thence 28 deg. 33 min. left and run Northwesterly for 261.78 feet to the point of beginning of the property herein described; thence 93 deg. 24 min. 30 sec. left and run Southwesterly for 197.63 feet to a concrete monument on the Easterly side of Shoals Road; thence 105 deg. 40 min. right and run Northerly, running parallel to the pavement in Shoals Road for 195.92 feet; thence 113 deg. 09 min. 30 sec. right and run Easterly for 193.02 feet; thence 55 deg. 52 min. 45 sec. right and run Southeasterly for 67.81 feet to point of beginning.

Except any part of said property which lies within the right of way for Shoals Road and except any part of said property which lies within the Flood Plane for High Water on Lay Lake Reservoir of Alabama Power Company. :

MINERALS AND MINING RIGHTS RESERVED.

THIS IS A PURCHASE MONEY MORTGAGE.

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

Leo K. Hussey and wife, Judith C. Hussey

have hereunto set OUR signature S and seal, this 14 day of April, 1989.

1. Deed Tax \$

2. Mtg Tax 97.50

3. Recording Fee 5.00

4. Indexing Fee 2.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS

THE STATE of Alabama

Shelby 89 APR 14 PM 2:52 COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leo K. Hussey and wife, Judith C. Hussey

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 14 day of April, 1989.

Dorothy Jackson 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

Return to:

TO

MORTGAGE DEED

THIS FORM FROM

Leggers Title Insurance Corporation

Title Guaranty Division

TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama