

## \*\*\* MORTGAGE \*\*\*

State of Alabama  
Shelby County

41.85  
5.00  
2.00  
44.85

Know All Men By These Presents, that whereas the undersigned Richard E. McFalls and wife, Terry C. McFalls justly indebted to J. Curry and Mary G. Smith in the sum of TWENTY THREE THOUSAND TWO HUNDRED AND 00/100----- evidenced by one promissory note(s) of even date herewith and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtness, and to secure the prompt payment of the same at maturity, the undersigned, Richard E. McFalls and wife, Terry C. McFalls do, or does, hereby grant, bargain, sell and convey unto the said J. Curry and Mary G. Smith (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

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A parcel of land in the North 1/2 of the Southwest 1/4, Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, described thusly: From the SW corner of the NE 1/4-SW 1/4, Section 32, run a magnetic bearing tie line of North 44 degrees 52 minutes 10 seconds E 133.3 feet to the beginning point of subject lot; from said point thus established, continue said course 133.3 feet thence run northwesterly 1825 feet, more or less, to the west line of NW 1/4-SW 1/4; thence run South along the west line of said 1/4-1/4 section (also the Sec. line) 675 feet; thence run southeasterly 1505 feet, more or less, back to the beginning point, containing 15.4 acres, more or less.

Subject to existing easements, restrictions, building set-back lines, rights of way, limitations, if any, of record.

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

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the the policy, if collected, to be credited on said indebtness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

*Carley, Moncure*

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name in the name of the Mortgagor by such actioneer as agent, or attorney in fact; and undersigned further agree to pay to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 27th day of April , 1989 .

WITNESSES:

Richard E. McFalls (Seal)

Terry C. McFalls (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

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

89 MAY 10 PM 12:05

Frank K. Bynum  
JUDGE OF PROBATE

1. Deeds Tax	\$	_____
2. Mig Tax		34.80
3. Recording Fee		5.00
4. Indexing Fee		2.00
TOTAL		41.80

STATE OF ALABAMA

SHELBY County

General Acknowledgement

I, the undersigned, Frank K. Bynum , a Notary Public in and for said County in said State, hereby certify that Richard E. McFalls and wife, Terry C. McFalls 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of April , 1989 .

Frank K. Bynum  
Notary Public: Frank K. Bynum