

This instrument was prepared by

728

**Harrison, Conwill, Harrison & Justice**

P. O. Box 557  
Columbiana, Alabama 35051

**MORTGAGE--**

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Marvin G. Autry, Sr., a married man

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

John D. Justice and Helen R. Justice

of Fifty Thousand and no/100----- (hereinafter called "Mortgagee", whether one or more), in the sum  
(\$ 50,000.00 ), evidenced by one promissory note of even date and according Dollars  
to the terms and conditions of said note and any renewals or extensions  
thereof.

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,  
Marvin G. Autry, Sr., 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:

SEE ATTACHED EXHIBIT "A" for legal description.

The property described does not constitute any  
part of the Mortgagor's homestead.

BOOK 242 PAGE 314

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

Form A-11-66

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 Mortgagee 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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 MARVIN G. AUTRY, SR., a married man

have hereunto set his signature and seal, this 9th day of June, 1989  
Marvin G. Autry, Sr. (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

THE STATE of Alabama }  
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Marvin G. Autry, Sr., a married man

whose name I 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 9th day of June, 1989  
William R. Justice 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, 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

\*and should the undersigned fail to pay said taxes or assessments, or fail to keep said proeprty insured as above specified, or fail to deliver said policies to said Mortgagee, then the said Mortgagee, or assigns, may at the Mortgagee's option declare the whole of said indebtedness secured by this mortgage to be due and payable and may proceed with foreclosure as provided above, even if Mortgagee has elected to pay such amounts.

Return to:

TO

MORTGAGE DEED

Recording Fee \$  
Deed Tax \$

This form furnished by  
HARRISON, CONWILL, HARRISON  
& JUSTICE  
P. O. Box 557  
Columbiana, Alabama 35051

EXHIBIT "A"

Commence at the Southwest corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, and run thence Easterly along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  a distance of 1,432.36 feet to a point; thence turn an angle to the left of 114 degrees 07 minutes 31 seconds and run Northwesterly a distance of 63.22 feet to the point of beginning of the property being described; thence continue along last described course a distance of 170.96 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 176.95 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 101.43 feet to a point in the centerline of a small creek or branch; thence turn an angle of 68 degrees 33 minutes to the right and run along centerline of said creek or branch a distance of 190.12 feet to the point of beginning; being situated in Shelby County, Alabama.

There is a 12.0 foot wide access easement along an existing graveled driveway the centerline of which is herewith described. Commence at a point on the Westerly property line of just described property that is 6.0 feet Southeasterly along the said line from the Northwest corner of said property and thence turn an angle of 72 degrees 00 minutes 25 seconds right and run a distance of 36.57 feet to a point; thence turn an angle of 10 degrees 40 minutes 25 seconds to the right and run 22.33 feet to a point; thence turn an angle of 12 degrees 48 minutes 36 seconds left and run 28.09 feet to a point; thence turn an angle of 8 degrees 24 minutes 30 seconds left and run 66.94 feet to a point; thence turn an angle of 4 degrees 26 minutes 21 seconds left and run 23.80 feet to a point; thence turn an angle of 5 degrees 55 minutes 25 seconds left and run 23.87 feet to a point; thence turn an angle of 0 degrees 31 minutes 00 seconds left and run 156.50 feet to a point; thence turn an angle of 6 degrees 31 minutes 42 seconds right and run 57.37 feet to a point; thence turn an angle of 13 degrees 22 minutes 47 seconds right and run 46.06 feet to a point; thence turn an angle of 4 degrees 28 minutes 16 seconds right and run 202.41 feet to a point; thence turn an angle of 2 degrees 50 minutes 02 seconds right and run 60.26 feet to a point; thence turn an angle of 2 degrees 44 minutes 58 seconds right and run 54.43 feet to a point; thence turn an angle of 1+ degrees 16 minutes 41 seconds right and run a distance of 149.59 feet to a point on the Northerly margin of Shelby County Highway 39 and the end of easement; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

LESS AND EXCEPT any part of subject property lying within the creek.  
Situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:

Marvin G. Autry, Sr.  
Marvin G. Autry, Sr.

ALL EASEMENTS  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 JUN 12 AM 9:14

William H. Henderson, Jr.  
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		<u>75.00</u>
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>2.00</u>
TOTAL		<u>84.50</u>