

This instrument was prepared by

(Name) E.C. Herrin

(Address) 1675 Montclair Rd., B'ham, Al 35210

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,

Clyde M. Ledford and wife Martha Ledford
and Fred E. Ledford and wife Brenda J. Ledford

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

Nell T. Koenig and Alice S. Shelley

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

of Fifty Three Thousand Two Hundred and no/100----- Dollars
(\$ 53,200.00), evidenced by

Two Promissory notes of even date

BOOK 277 PAGE 841
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, Clyde M. Ledford and wife
Martha Ledford and Fred E. Ledford and wife Brenda J. Ledford

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:

AS SHOWN IN SCHEDULE A AND B ATTACHED HERETO AND INCORPORATED HEREIN

Upon the sale or transfer of the mortgage property as described herein, without the prior written consent or permission of the mortgagees, then in that event the whole of the said indebtedness hereby secured shall at once become due and payable and if not paid upon demand of the mortgagees, then this mortgage shall be subject to foreclosure as hereinafter set forth.

This is a second mortgage to that certain mortgage executed to America's First Credit Union on the 8th day of December, 1986.

ELLIOTT C. HERRIN

ATTORNEY AT LAW

SUITE 152 EASTWOOD BUILDING

1675 MONTCLAIR ROAD

BIRMINGHAM, ALABAMA 35210

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 **Clyde M. Ledford and wife Martha Ledford and Fred E. Ledford and wife Brenda J. Ledford**

have hereunto set their signature **S** and seal, this **5th** day of **February**, 19**90**

Clyde M. Ledford (SEAL)
Martha Ledford (SEAL)
Fred E. Ledford (SEAL)
Brenda J. Ledford (SEAL)

THE STATE of **Alabama**
Jefferson COUNTY }

I, **the undersigned**, a Notary Public in and for said County, in said State, hereby certify that **Clyde M. Ledford and wife Martha Ledford and Fred E. Ledford and wife Brenda J. Ledford**

whose name **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 **6th** day of **February**, 19 **90**
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: **ELLIOTT C. HERRIN**
ATTORNEY AT LAW
152 EASTWOOD BUILDING
1675 MONTCLAIR ROAD
BIRMINGHAM, ALABAMA 35210

TO

MORTGAGE DEED

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

Birmingham, Alabama

Parcel 1

The Northwest 1/4 of the Southeast 1/4 of Section 20, Township 20 South Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 20 South, Range 2 West, Shelby County, Alabama; thence run Easterly along the North line of said 1/4 1/4 1,302.35 feet to the Northeast corner of said 1/4 1/4; thence turn an angle of 87 deg. 09 min. to the right and run Southerly along the East line of said 1/4 1/4 1,335.32 feet to the Southeast corner of said 1/4 1/4; thence turn an angle of 93 deg. 14 min. to the right and run Westerly along the South line of said 1/4 1/4 1,303.81 feet to the Southwest corner of said 1/4 1/4; thence turn an angle of 86 deg. 51 min. to the right and run Northerly along the West line of said 1/4 1/4 1,326.79 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except property conveyed in Deed Book 242 page 732; Deed Book 253 page 606 and Deed Book 264 page 306 in Probate Office.
All being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

Parcel 2

All that part of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 20 South, Range 2 West, Shelby County, Alabama, that lays South of a dirt road (part of the road is asphalted) as shown on the plat more particularly described as follows: Commence at the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 20 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the West line of said 1/4 1/4 50.47 feet to a point in the center line of a road; thence 92 deg. 23 min. right and run Easterly along center line of said road 66.81 feet to a point; thence 8 deg. 51 min. left and continue along centerline of road 131.80 feet to a point; thence 9 deg. 24 min. left and continue along center line of said road 93.44 feet to a point; thence 4 deg. 43 min. left and continue along center line of said road 317.27 feet to a point; thence 22 deg. 39 min. right and continue along center line of said road 61.10 feet to a point; thence 49 deg. 20 min. right and continue along center line of said road 149.67 feet to a point; thence 3 deg. 45 min. left and run along center line of said road 165.73 feet to a point on the South line of said 1/4 1/4; thence 135 deg. 12 min. right and run Westerly along 1/4 1/4 line 851.03 feet to the point of beginning.

Less and except any part of property lying within a public road right of way. Being situated in Shelby County, Alabama.
LESS AND EXCEPT property sold to Fred E. Ledford and Brenda Ledford in Deed Book 312 page 345 in Probate Office.
Mineral and mining rights excepted.

Fred E. Ledford
Fred E. Ledford

Brenda J. Ledford
Brenda J. Ledford

Clyde M. Ledford
Clyde M. Ledford

Martha Ledford
Martha Ledford

Schedule "A"

BOOK 277 PAGE 843

Parcel 3

Commence at the Southwest corner of the SE 1/4 of the NE 1/4 of Section 20, Township 20 South, Range 2 West, Shelby County, Alabama; thence run South 86 deg. 09 min. 24 sec. East along a fence said to be the 1/4 1/4 line, a distance of 570.45 feet to the point of beginning; thence continue last course a distance of 300.0 feet to a point on a chert road; thence run North 42 deg. 00 min. West along said road a distance of 358.44 feet; thence run South 68 deg. 00 min. West along said road a distance of 70.0 feet; thence run South 01 deg. 25 min. 31 sec. East a distance of 220.11 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO, a 30 foot right of way between the above described parcel and the public road.

Mineral and mining rights excepted.

Fred E. Ledford
Fred E. Ledford

Brenda J. Ledford
Brenda J. Ledford

Clyde M. Ledford
Clyde M. Ledford

Martha Ledford
Martha Ledford

BOOK 277 PAGE 844

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

90 FEB -7 AM 10:12

JUDGE OF PROBATE

1. Deed Tax	\$ 79.80
2. Mtg. Tax	\$ 10.00
3. Recording Fee	\$ 5.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 93.80

Schedule "B"