

224115202

STATE OF ALABAMA  
TALLADEGA COUNTY.

1523

THIS INDENTURE, Made and entered into on this, the 7th day of May 1991 by and between  
Calvin J. Milledge and wife, Reeda F. Milledge  
hereinafter called Mortgagor (whether singular or plural); and GREEN TREE ACCEPTANCE, INC.

hereinafter called the Mortgagee;

WITNESSETH: That, WHEREAS, the said Calvin J. Milledge and wife, Reeda F. Milledge

justly indebted to the Mortgagee in the sum of Twenty-One Thousand Five Hundred Forty-Nine  
and 88/100 (\$21549.88)

evidenced as follows, to-wit:

One Installment Note of even date in the amount of Twenty-One  
Thousand Five Hundred Forty-Nine and 88/100 (\$21,549.88) with interest  
at 13.99% per annum in 180 equal, consecutive, monthly installments  
of Two Hundred Eighty-Six and 84/100 (\$286.84) commencing on  
June 10, 1991 and continuing on the 10th  
of each month thereafter. Final payment due and payable May 10, 2006.

354 PAGE 929

BOOK

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in  
order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the

Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

PARCEL 2

Situated in SE $\frac{1}{4}$ -SE $\frac{1}{4}$ , Section 18, T.S. 22S, R2W, Shelby County, AL. Commence at the Northwest  
corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 19, Township 22S, Range 2W, Shelby County, Alabama,  
and run thence Easterly along the North line of said quarter-quarter section a distance of  
175.00' to a point, thence turn 92°09'06" left and run Northerly a distance of 543.19' to  
the point of beginning of the property, Parcel No. 2, being described, thence continue along  
last described course a distance of 492.75' to a point, thence turn 68°21'52" Right and run  
Northeasterly a distance of 159.44' to a point on the Southwesterly right of way line of  
Shelby County Road No. 16, thence turn 89°17'19" right and run Southeasterly along said right  
of way line of said road a distance of 245.13' to a point, thence turn 76°10'41" right and  
run a distance of 110.80' to a point, thence turn 74°23'24" left and run a distance of 132.00'  
to a point, thence turn 76°09'00" right and run Southwesterly a distance of 240.37' to the  
point of beginning, containing 2.01 acres, and being situated in SE $\frac{1}{4}$ -SE $\frac{1}{4}$ , Section 18,  
Township 22 S, Range 2W, Shelby County, Alabama, less and except that part of the Alabama  
Power Company Right of Way that is within this parcel. Each corner is marked by a steel pin  
or pipe corner as shown on the plat represented by small open circles. Property is subject  
to all agreements, easements, rights of way, restrictions, limitations and/or prohibitions  
of probated record or applicable law.

Alabama Power Company Easement: Said strip is a part of a tract of land situated in Shelby  
County, Alabama, described as follows: Southeast quarter of Southeast quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ )  
of Section 18, Township 22 South, Range 2 West; Commence at the Northwest corner of Section 19,  
Township 22 South, Range 2 West; thence run South along the West boundary line of such Section  
19 a distance of 64.0 feet to a point; thence turn an angle to the left of 87 degrees 17  
minutes and run South 86 degrees 00 minutes East a distance of 3318.6 feet to a point; thence  
turn an angle to the left of 34 degrees 47 minutes and run North 59 degrees 13 minutes East a  
distance of 1048 feet, more or less, to a point on the Southwest boundary line of the  
grantors property, such point being the point of beginning of the right of way herein  
described; therefrom, the strip lies 12.5 feet on each side of a center line and the  
continuations thereof which center line is 37.5 feet Northwest of and parallel to a survey line

BOOK 354 PAGE 930

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the court house of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as is hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hands and seal S, on this, the day and year herein first above written.

*Calvin J. Millidge* (L.S.) *Reeda F. Millidge* (L.S.)  
\_\_\_\_\_  
(L.S.)

STATE OF ALABAMA,  
TALLADEGA COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that Calvin J. Milledge  
and wife, Reeda F. Milledge

whose name s are signed to the foregoing conveyance, and who are known to me (or made 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 seal this the 7th day of May 1991

STATE OF ALA. OFFICE  
I CERTIFY THIS  
INSTRUMENT WAS FILED

Calvin J. Milledge  
Notary Public

91 JUL 23 AM 10:36 My Commission Expires:  
9/1/93

STATE OF ALABAMA,  
TALLADEGA COUNTY

JUDGE OF PROBATE

I, the undersigned authority, in and for said County, in said State, hereby certify that

whose name                      signed to the foregoing conveyance, and who                      known to me (or made known to  
me) acknowledged before me on this day that, being informed of the contents of the conveyance,                      executed  
the same voluntarily on the day the same bears date.

Given under my hand and seal this the                      day of                      19                    

which begins at such point of beginning and runs North 59 degrees 13 minutes East a  
distance of 378 feet, more or less, to a point on the Northeast boundary line of the  
grantors property, such point being the point of ending of the right of way herein  
described.

**Alabama Power Company Easement:**

Said strip is a part of tract of land situated in Shelby County, Alabama, described as  
follows: Southeast quarter of Southeast quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section 18, Township 22  
South, Range 2 W. Commence at the Southeast corner of the Southwest quarter of the  
Southwest quarter of Section 9, Township 22 South, Range 2 West; thence run North along  
the East boundary line of said quarter-quarter section a distance of 1069.3 feet to a point;  
thence turn an angle to the left of 90 degrees 43 minutes and run North 87 degrees 31  
minutes West a distance of 456 feet to a point; thence turn an angle to the left of 38  
degrees 23 minutes and run South 54 degrees 06 minutes West a distance of 8952.5 feet  
to a point; thence turn an angle to the right of 05 degrees 07 minutes and run South 59  
degrees 13 minutes West a distance of 79 feet, more or less, to a point on the East  
boundary line of the Grantor's property, such point being the point of beginning of the  
right of way herein described; therefrom, the strip lies from 12.5 feet Southeast of and  
37.5 feet Northwest of a survey line and the continuations thereof which begins at such  
point of beginning and runs South 59 degrees 13 minutes West a distance of 345 feet,  
more or less, to a point on the West boundary line of the Grantor's property, such point  
being the point of ending of the right of way herein described.

BOOK 354 PAGE 931