

This instrument was prepared by

1387

(Name) Michael T. Atchison, Attorney at Law

(Address) P.O. Box 822, Columbiana, Al. 35051

Form 1-1-82 Rev. 1-84

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John Perkins, III and wife, Johnetta Perkins

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

Fred Wayne Horton

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

of Nine Thousand and no/100 \_\_\_\_\_ Dollars  
(\$ 9,000.00), evidenced by A REal Estate Note/mortgage of even date

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,

John Perkins, III and wife, Johnetta Perkins

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:  
Begin at the Southeast corner of Section 14, Township 22 South, Range 1 West, thence run west 1000 feet; thence run north 330 feet; thence run west 330 feet; thence run north 330 feet; thence run east 150 feet; thence run north 415 feet to the south right of way of County Road 42; thence run southeasterly along said road right of way to a point where County Road 42 intersects with east section line of said Section 14; thence run south along said section line to point or place of beginning. Excepting therefrom the following lots, described in recorded plat of Shelby County Highlands, situated within the above described parcel:

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- (1) Lot 15, Block 10, listed as Parcel 08 in County Tax Assessor's records.
- (2) Lots 5, 6, 7, 8 & 9, Block 18, listed as Parcel 13 in County Tax Assessor's records.
- (3) Lots 31 & 32, Block 18, listed as Parcel 14 in County Tax Assessor's records.
- (4) Lot 1, Block 19, listed as Parcel 15 in County Tax Assessor's records.
- (5) Lots 24 & 25, Block 19, listed as Parcel 23, in County Tax Assessor's records.
- (6) Lots 28, 29 & 30, Block 19, listed as Parcel 22 in County Tax Assessor's records.
- (7) Lots 1 & 2, Block 20, listed as Parcel 18 in County Tax Assessor's records.
- (8) Lot 4, Block 20, listed as Parcel 17 in County Tax Assessor's records.
- (9) Lots 5, 6, 7, 8 & 9, Block 20, listed as Parcel 16 in County Tax Assessor's records.
- (10) Lots 22, 23 & 24, Block 20, listed as Parcel 21 in County Tax Assessor's records.
- (11) Lots 25 & 26, Block 20, listed as Parcel 20 in County Tax Assessor's office.
- (12) Lots 32, 33, 34, 35 & 36, Block 20, listed as Parcel 19 in County Tax Assessor's Records.

Containing 14 acres more or less.

There us EXCEPTED from this conveyance and reserved unto the Grantor, its successors and assigns, in perpetuity, all oil, gas and minerals and all oil, gas and mineral rights located in, on or under the above described property.

SUBJECT to existing roadways acquired by conveyance or prescription, all railroad rights of way, ad all easements, including easements for utilities, ded or unrecorded and visible subterranean, including but limited to gas, pipe, lines.

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 agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees 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

John Perkins, III and wife, Johnetta Perkins

have hereunto set their signatures and seal, this 16 day of September, 19 91

*John Perkins, III* (SEAL)  
*Johnetta Perkins* (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

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THE STATE of ALABAMA }  
 Shelby COUNTY }

I, the undersigned \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that John Perkins, III and wife, Johnetta Perkins

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 16 day of September, 19 91  
*W. H. H. H.* 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

STATE OF ALABAMA  
 I CERTIFY THIS INSTRUMENT WAS FILED  
 91 SEP 19 AM 11:02  
 JUDGE OF PROBATE

MORTGAGE DEED

1. Seal Tax	\$ 13.50
2. Mtg. Tax	\$ 5.00
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$ 0.00
6. Certified Fee	\$ 1.00
<b>Total</b>	<b>\$ 25.50</b>

THIS FORM FROM  
 Lawyers Title Insurance Corporation  
 Title Guaranty Division  
 TITLE INSURANCE - ABSTRACTS  
 Birmingham, Alabama

Return to:  
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