482

This instr	ument wa	s prepar	ed by:		
(Name)	Mitch	nell A	Spears		
(Address)	P.O.	Box 9	<u> </u>		
(75001000)	Monte	evallo	Alabama	<u>35115</u>	

MORTGAGE

STATE OF ALABAMA

SHELBY ____COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kenneth Ray Broadhead and wife, Jennifer G. Broadhead (hereinafter called "Mortgagors", whether one or more) are justly indebted to D. H. Lovelady

(hereinafter called "Mortgagee", whether one or more), in the sum of Sixty-Seven Thousand, One Hundred Seventy-Five and 00/100------ Dollars (\$ 67,175.00), evidenced by separate real estate Mortgage Note executed on even date herewith.

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, Kenneth Ray Broadhead and wife,

Jennifer G. Broadhead

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real county, State of Alabama, to wit:

SHELBY

Begin at intersection of the southwesterly right-of-way of Moody Street with the southeasterly right-of-way of Highland Street, said point being the northwesterly corner of Lot 1, Block N, according to the map of Lyman's Addition to Montevallo, as recorded in Map Book 3, page 27, in the Office of the Probate Judge of Shelby County, Alabama; thence Southwesterly along said right-of-way of Highland Street a distance of 78.00 feet; thence left 90 degrees 03 minutes 05 seconds southeasterly 150.00 feet to a point on the southeast boundary of said Lot 1; thence left 89 degrees 56 minutes 55 seconds northeasterly 78.00 feet along said boundary to the southwesterly right-of-way of Moody Street; thence left 90 degrees 03 minutes 05 seconds northwesterly 150.00 feet along said right-of-way to the Point of Beginning. Situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY FIRST MORTGAGE WHICH SHALL BE NON-ASSUMABLE WITHOUT THE PRIOR WRITTEN CONSENT OF THE MORTGAGEE.

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

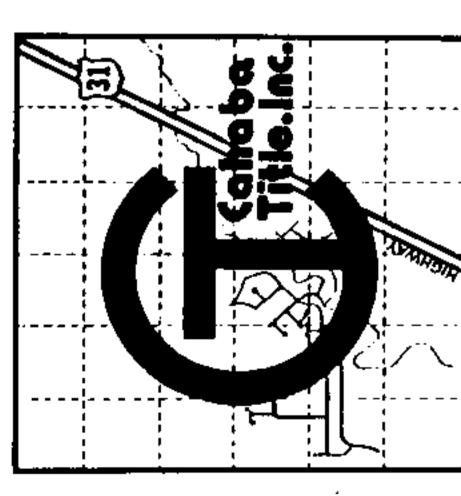
BOOK 372 PAGE

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 sums 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 the 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 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, for 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 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.

nave hereunto set	their	signature8	and scal, this	644 day of	November	, 1991
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STATE OF ALABA COUNTY OF



Recording Fee S Deed Tax S

Valleydale Ro≀ RIVERCHASE OFFIC Birmingham, Alabama 3 rm furnished This for Cahab 2068

EASTERN OFFICE (205) 988-56 Birmingham, Alabama (205) 833-1571 213 Gadsden Highway, Phone

Return to: