

This instrument was prepared by

1241

42.75

(Name) Donald Real Estate & Ins. Co., Inc.

(Address) 4508 Gary Avenue, Fairfield, Al. 35064

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David F. and Jimmy G. Russ,  
↑--[a single man

a married man

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

The Homestead, A Joint Venture

of twentytwo thousand five hundred (hereinafter called "Mortgagee", whether one or more), in the sum  
(\$ 22,500.00 ) evidenced by one promissary note 00/100 Dollars

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,

David F. Russ and Jimmy G. Russ,  
↑--[a single man]

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:

DESCRIPTION

Commence at the northeast corner of Section 18, Township 21 South, Range 2 East Shelby County, Alabama: thence run south 89 degrees 31 minutes 50 seconds west along the north line of said Section for a distance of 609.92 feet; thence run south 00 degrees 41 minutes 20 seconds west for a distance of 1943.39 feet; thence run south 89 degrees 33 minutes 50 seconds west for 63.57 feet; thence run south 89 degrees 03 minutes 27 seconds west for a distance of 118.05 feet to the point of beginning; thence run south 3 degrees 35 minutes west for a distance of 228.07 feet; thence run south 06 degrees 24 minutes 20 seconds east for a distance of 505.74 feet to a point on the west right-of-way line of Homestead Drive; thence run along the west right-of-way line of Homestead Drive (said right-of-way being situated on a curve to the right with a central angle of 22 degrees 59 minutes 30 seconds a radius of 265.86, a chord of 105.98 and a chord bearing of south 30 degrees 32 minutes 37 seconds west) for a distance of 106.70 feet to the end of said curve; thence run south 42 degrees 02 minutes 26 seconds west along the right-of-way line of Homestead Drive for a distance of 154.94 feet; thence run north 84 degrees 35 minutes 09 seconds west along the north line of a parcel of land recorded in Real 179, Page 952 in the office of the Judge of Probate, Shelby County, Alabama for a distance of 840.52 feet; thence run north 04 degrees 56 minutes 21 seconds east for a distance of 379.93 feet; thence run north 89 degrees 02 minutes 46 seconds east for a distance of 471.25 feet to the point of beginning.

Less and except mineral, mining, oil and gas rights and all rights incidental thereto.

Subject to restrictions as recorded in Book 57, page 62, Book 3, page 840, book 30, page 510, in the Probate Office of Shelby County.

Subject to easements, right of ways and all matters of public records.

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

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David F. Russ

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 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

have hereunto set our signatures and seal, this 31<sup>st</sup> day of December, 1991

*David F. Russ* (SEAL)  
*J. H. Russ* (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

THE STATE of *Alabama* }  
*Jefferson* COUNTY }  
 I, *Patricia O. Adams*, a Notary Public in and for said County, in said State, hereby certify that *David F. Russ and Jimmy L. Russ* 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 31<sup>st</sup> day of *December*, 1991  
*Patricia O. Adams* Notary Public.

THE STATE of *Alabama* }  
*Jefferson* COUNTY }  
 I, *Patricia O. Adams*, a Notary Public in and for said County, in said State, hereby certify that *David F. Russ and Jimmy L. Russ* 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 31<sup>st</sup> day of *December*, 1991  
*Patricia O. Adams* Notary Public

STATE OF ALABAMA SHERIFF  
 I CERTIFY THIS INSTRUMENT WAS FILED

92 FEB 17 PM 2:29

JUDGE OF PROBATE

MORTGAGE DEED

TO

Return to:

1. Deed Tax	\$ 53.75
2. Mtg. Tax	\$ 5.00
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 74.75

This form furnished by

AND TITLE COMPANY OF ALABAMA  
 600 20TH STREET NORTH  
 BIRMINGHAM, ALABAMA 35203-2893  
 (205) 251-2871

LT006

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