

This instrument was prepared by

(Name) Calvin B. Watts

(Address) 824 Columbiana Road, Birmingham, Alabama 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Don Wayne Barefield and wife, Sharon E. Barefield

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

Paul Elkourie and wife, Wanda Elkourie

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

of Ten thousand and no/100 ..... Dollars  
(\$ 10,000.00 ), evidenced by Real Estate Mortgage Note

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,

Don Wayne Barefield and wife, Sharon E. Barefield

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:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PROPERTY

This conveyance is subject to easements and restrictions of record.

This is a second mortgage.

Inst # 1993-40442

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

*Wmmy Realty*

12/16/1993  
02:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 28.50

Inst # 1993-40442

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 Don Wayne Barefield and wife, Sharon E. Barefield have hereunto set their signature and seal, this 15th day of December, 19 93

*Don Wayne Barefield* (SEAL)  
 Don Wayne Barefield (SEAL)  
*Sharon E. Barefield* (SEAL)  
 Sharon E. Barefield (SEAL)

THE STATE of Alabama }  
 Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Don Wayne Barefield and wife, Sharon E. Barefield

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 15th day of December, 19 93  
*Robin B. Watts* 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: SUNNY REALTY, INC  
 844 Columbian Road  
 Birmingham, AL 35209

MORTGAGE DEED

TO

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
 317 NORTH 20th STREET  
 BIRMINGHAM, ALABAMA 35203

**EXHIBIT "A"**

**PARCEL #1**

A parcel of land in the NE 1/4 of the SE 1/4 of Section 34, Township 21 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at the SE corner of said 1/4-1/4 Section; thence run North along the East section line 500 feet to the point of beginning; thence continue last course a distance of 210 feet; thence run West a distance of 420 feet; thence run South a distance of 210 feet; thence run East a distance of 420 feet to the point of beginning.

LESS AND EXCEPT the following described parcel:

A parcel of land in the NE 1/4 of the SE 1/4 of Section 34, Township 21 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at the SE corner of the said 1/4-1/4 Section; thence run North along the East line 710 feet to a point; thence run West a distance of 200 feet to the point of beginning; thence continue last course a distance of 220 feet; thence run South a distance of 210 feet; thence run East a distance of 220 feet; thence run North a distance of 210 feet to the point of beginning.

**PARCEL #2**

A parcel of land in the NE 1/4 of the SE 1/4 of Section 34, Township 21 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at the SE corner of said 1/4 Section; thence run North along the East section line 200 feet, more or less, to the North boundary of a gravel road and the point of beginning; thence continue last course a distance of 300 feet to a point; thence run West a distance of 200 feet; thence run South a distance of 300 feet; thence run East a distance of 200 feet to the point of beginning.

All being situated in Shelby County, Alabama.

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