

THIS INSTRUMENT PREPARED BY:

NAME: GEORGE WITCHER, ATTORNEY AT LAW

P. O. BOX 499, 214 FIELDSTOWN ROAD
ADDRESS: GARDENDALE, AL 35071

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY

COUNTY

Know All Men By These Presents, that whereas the undersigned
A. R. Burroughs and Olivia Burroughs
justly indebted to Milford A. Rouse, Jr.

in the sum of Eighty Five Thousand & No/100 Dollars (\$85,000.00)

evidenced by one promissory note of even date executed simultaneously herewith
Payable according to the terms thereof

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when
the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at
maturity, the undersigned, A. R. Burroughs and Olivia Burroughs

do, or does, hereby grant, bargain, sell and convey unto the said Milford A. Rouse, Jr.

(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

and also the mobile homes, a list of which is attached hereto.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing
the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises,
and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said
indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning
and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said
Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if
collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as-
sessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered
by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-
gagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any
part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become in-
dangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any
statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form
and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on
which such statement is based, 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 Mort-
gagee 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, in some newspaper pub-
lished in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court
House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the

30 day of

Dec

19 13

WITNESSES:

A. R. Burroughs (Seal)
A. R. Burroughs

Olivia Burroughs (Seal)
Olivia Burroughs

____ (Seal)

____ (Seal)

STATE OF ALABAMA

General Acknowledgement

JEFFERSON

County

I, the undersigned,

, a Notary Public in and for said County in said State,

hereby certify that A. R. Burroughs and Olivia Burroughs

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

30 day of

Dec

19

Notary Public.

STATE OF

Corporate Acknowledgement

COUNTY OF

I, said State, hereby certify that

whose name as President 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 the 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

TO

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

A parcel of land situated in the South Half of SW 1/4 of Section 24, Township 20 South, Range 3 West, described as follows: For a point of beginning run North 19 degrees 30 minutes West 115 feet from the point of intersection of the East boundary line of the Old Birmingham-Montgomery Highway right of way with the intersection of the line between Sections 24 and 25, Township 20 South, Range 3 West; run thence North 19 degrees 30 minutes West along the East right of way line of said highway 105 feet, more or less, to the SW corner of property heretofore conveyed to the Trustees of the Church of Christ as shown by deed recorded in Deed Book 130, Page 110, Probate Office of Shelby County, Alabama; thence North 87 degrees 35 minutes East along the South line of said Church of Christ property a distance of 1677.3 feet, more or less, to the East line of the SW 1/4 of Section 24; run thence South along the East line of said SW 1/4 a distance of 105 feet; run thence South 87 degrees 35 minutes West a distance of 1677.3 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL WHICH WAS HERETOFORE CONVEYED TO MELISSA H. NELSON, TO JOHN DANIEL BRASHER AND WIFE, AND TO KEYSTONE CHURCH OF CHRIST, VIZ: From the Southwest corner of Section 24, Township 20 South, Range 3 West, run Easterly along the South boundary line of the said Section 24, Township 20 South, Range 3 West, 974.58 feet, more or less, to the point of intersection of the South boundary line of Section 24, Township 20 South, Range 3 West, and the East right of way line of U.S. 31 Highway; thence turn an angle of 106 degrees 30 1/2 minutes to the left and run Northwesterly along the East right of way line of said U.S. 31 Highway 115.0 feet to the point of beginning of the land herein described and conveyed; thence continue Northwesterly along the East right of way line of said highway for 100.0 feet; thence turn an angle of 106 degrees 38 1/2 minutes to the right and run Easterly 225.33 feet; thence turn an angle of 88 degrees 00 minutes to the right and run Southeasterly 88.30 feet; thence turn an angle of 89 degrees 50 minutes to the right and run Southwesterly 200.0 feet, more or less, to the point of beginning. This land being a part of the SW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West.

PARCEL II:

A parcel or tract of land situated in the South Half of the SW 1/4 of Section 24, Township 20 South, Range 3 West, described as follows: For a point of beginning run North 19 degrees 30 minutes West for a distance of 10 feet from the point of intersection of the East boundary line of the Birmingham-Montgomery Highway right of way with the Section line between Sections 24 and 25, in Township 20 South, Range 3 West, which said point of beginning is marked by an iron pin; run thence North 19 degrees 30 minutes West along the East

right of way line of said Birmingham-Montgomery paved Highway a distance of 105 feet; run thence North 87 degrees 25 minutes East a distance of 1677.3 feet, more or less, to the East line of the SW 1/4 of said Section 24; run thence in a Southerly direction along the East line of said SW 1/4 of said Section 24, a distance of 105 feet; run thence South 87 degrees 25 minutes West a distance of 1667.3 feet, more or less, to the point of beginning, being the same property heretofore conveyed to Melissa H. Nelson and husband, as shown by deed recorded in Deed Book 157, Page 590, Probate Office of Shelby County, Alabama.

PARCEL III:

From the Southwest corner of Section 24, Township 20 South, Range 3 West, run East along the South boundary of said Section 24 for a distance of 950.7 feet to a point on the East right of way line of the Old U.S. 31 Highway; thence turn an angle of 106 degrees 55 minutes to the left and run Northwesterly along said East right of way line for a distance of 325 feet; thence turn an angle to the right of 106 degrees 55 minutes and run East parallel with the South line of said Section 24 for a distance of 233.1 feet to the point of beginning; thence continue East along the same course for a distance of 1,526.32 feet, more or less, to the East line of the SW 1/4 of said Section 24; thence South along said East line of said SW 1/4 for a distance of 105 feet; thence turn an angle to the right of 91 degrees 16 minutes and run Westerly for a distance of 1,526.38 feet; thence turn an angle to the right of 89 degrees 51 minutes and run Northerly for a distance of 100.99 feet to the point of beginning. LESS AND EXCEPT THAT PORTION OF CAPTION LANDS CONVEYED TO MARIE C. HOODY, BY CORRECTIVE DEED RECORDED IN REAL RECORD 138, PAGE 872, IN PROBATE OFFICE, TO-WIT: Commence at the SE corner of the SE 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, and run North along the East line of said 1/4-1/4 Section 414.59 feet to the SE corner of Lot 10, of Pope's Subdivision of Shady Grove, as recorded in Map Book 4, Page 32, in the Probate Office of Shelby County, Alabama; thence left 89 degrees 12 distance and run West along the South line of said recorded subdivision a distance of 1501.72 feet; thence left 90 degrees 00 minutes and run South 100.4 feet to point of beginning; thence right 90 degrees 00 minutes and run West 30.0 feet; thence left 90 degrees 00 minutes and run South 100.99 feet; thence left 89 degrees 51 minutes and run Easterly 390.0 feet; thence left 90 degrees 09 minutes and run Northerly 102.01 feet; thence left 90 degrees 00 minutes and run West 360.0 feet to point of beginning.

Together with an accens emement as described in said deed recorded in Real Record 138, Page 872, in Probate Office.

Situated in Shelby County, Alabama.

BR ALB

ATTACHED LIST OF MOBILE HOMES

LOCATION	SIZE	MANUFACTURER	ROOMS	S/N	YEAR MODEL
LOT# 1	14X60	FLEETWOOD	2BR 1½ BA		1989
LOT# 4	12X45	PARK AVE	2BR 1 BA	16185	1969
LOT# 6	12X45	PARK AVE	2BR 1 BA	20743	1969
LOT# 9	12X45	FIRST LADY	2BR 1BA	3532 69466	69 1972
LOT# 10	12X45	PARK AVE	2BR 1BA	282393	1970
LOT# 13	12X60	BONANZA	2BR 1BA	1500363 1496	1970
LOT# 14	10X45	Glenco	2BR 1BA	1068	1968
LOT# 15	12X50	Altair	2BR 1BA	2508924	1969
LOT# 16	12X60	GUERDON	2BR 1BA	Unknown	—
LOT# 17	12X65	TITAN	3BR 1BA	7424	1973
LOT# 22	12X60	Camden	2BR 1BA	6934	1973
LOT# 26	12X46	Winstan	2BR 1BA	8937	1969
LOT# 27	12X45	FRONTIER	2BR 1BA	8440803R	1968
PARK ENTRANCE	12X40	AMERICAN	STORAGE	661269	1969

Inst # 1994-01536

01/14/1994-01536
09:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 143.50