

This instrument was prepared by

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Form 1-1-22 Rev. 1-88

MORTGAGE---LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Mickey Joe Hardy, Sr. and Mickey Joe Hardy, Jr.

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

Vic-San, Inc.

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

of ONE HUNDRED FIVE THOUSAND THREE HUNDRED AND NO/100THS Dollars \$  
(\$ 105300.00 ), evidenced by a promissory note of even date

Inst # 1994-04859

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,

Mickey Joe Hardy, Sr. and Mickey Joe Hardy, Jr.

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:

A parcel of land situated part in the SE 1/4 of the NE 1/4 of Section 21 and part in the West 1/2 of Section 22, Township 22 South, Range 3 West, described as follows: Beginning at the Southeast corner of the SE 1/4 of the NE 1/4 of Section 21, go South 89 deg. 43 min. West along the South boundary of said 1/4 1/4 Section for 548.18 feet; thence North 00 deg. 42 min. East for 238.75 feet; thence North 00 deg. 10 min. West for 208.92 feet; thence North 89 deg. 50 min. East for 275.00 feet; thence South 00 deg. 10 min. East for 40.00 feet; thence North 89 deg. 50 min. East for 60.00 feet; thence North 00 deg. 10 min. West for 300.00 feet to the South boundary of Overland Road; thence North 89 deg. 50 min. East along said South boundary for 181.49 feet; thence North 89 deg. 00 min. East along said South boundary for 413.48 feet; thence North 88 deg. 09 min. 53 sec. East along said South boundary for 147.29 feet; thence South 74 deg. 37 min. East for 28.60 feet to the center line of Shoal Creek; thence six (6) courses along said center line as follows: go South 17 deg. 29 min. West for 8.85 feet; thence South 19 deg. 36 min. East for 145.50 feet; thence South 9 deg. 45 min. West for 185.07 feet; thence South 36 deg. 42 min. West for 56.82 feet; thence South 40 deg. 32 min. West for 257.54 feet; thence South 42 deg. 35 min. West for 190.67 feet; thence South 89 deg. 43 min. West for 242.54 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject property does not constitute the homestead of the Mortgagors herein, as defined by the Code of Alabama.

The proceeds of this loan have been applied on the purchase price of the property described herein.

Mortgagors agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to October 1.

This Note and Mortgage may not be assumed under any circumstances.

Inst # 1994-04859

02/14/1994-04859  
09:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 168.95

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

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

have hereunto set                  signature                  and seal, this

10th day of February, 1994

Mickey Joe Hardy, Sr. (SEAL)  
Mickey Joe Hardy, Sr.

(SEAL)

Mickey Joe Hardy, Jr. (SEAL)

(SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY

I, the undersigned \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that Mickey Joe Hardy, Sr. and Mickey Joe Hardy, Jr.

whose name 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 10th day of February, 1994  
Notary Public.

THE STATE of **COURTNEY L. MASON JR.**  
**MY COMMISSION EXPIRES**  
**3-5-95**  
**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:**

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# MORTGAGE DEED

Inst # 1994-04859

02/14/1994-04859  
09:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 168.95

**THIS FORM FROM**  
**Lawyers Title Insurance Corporation**  
*Title Guarantee Division*  
**TITLE INSURANCE -- ABSTRACTS**

**Birmingham, Alabama**

Invest # 1994-04859