

THIS INSTRUMENT PREPARED BY:

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PURCHASE MONEY MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, ANDREW B. MOORE and wife, DIANE M. MOORE, are justly indebted to SARA E. EGGLEER in the sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars evidenced by a real estate mortgage note executed simultaneously herewith, 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, Andrew B. Moore and wife, Diane M. Moore, (hereinafter called "Mortgagors"), do hereby grant, bargain, sell and convey unto the said Sara E. Eggleer, an unmarried woman, (hereinafter called Mortgagee), the following described real estate situated in Shelby County, Alabama, to-wit:

A parcel of land in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at the SW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 20 South, Range 1 East; thence run Easterly along the south line thereof for 369.39 feet; thence 107 deg. 51 min. 18 sec. left run Northwesterly for 203.45 feet; thence 15 deg. 16 min. 24 sec. left run Northwesterly for 209.07 feet to the point of beginning, said point being a $\frac{1}{2}$ inch rebar on the Northeasterly right-of-way of Shelby County Highway No. 51; thence 5 deg. 27 min. 05 sec. right to cord of a curve to the right (having a central angle of 5 deg. 27 min. 37 sec. and a radius of 2201.73 feet and an arc distance of 209.82 feet) run along said cord for 209.74 feet to Eggleer Road; thence 102 deg. 59 min. 01 sec. right from cord of said curve run Easterly along said Eggleer Road for 243.14 feet; thence 85 deg. 33 min. 03 sec. right run Southeasterly for 173.26 feet to an iron; thence 85 deg. 51 min. 32 sec. right run Southwesterly for 211.83 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except any portion lying within Eggleer Road.

Subject to 1995 ad valorem taxes, a lien not yet due and payable.

Subject to 1994 ad valorem taxes under tax ID:58-16-3-05-0-000-003.

Subject to Easement to Sarah E. Eggleer a/k/a Sara H. Eggleer, as recorded in Real 218, Page 92 in the Probate Office of Shelby County, Alabama.

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SHELBY COUNTY JUDGE OF PROBATE
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Subject to Transmission Line Permit(s) to Alabama Power Company as shown by instrument recorded in Deed 103, page 203 and Deed 106, page 92 in the Probate Office of Shelby County, Alabama.

Said property is warranted free from all encumbrances 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 agree to pay all taxes, or assessments, when legally imposed upon said premises. Should default be made in the payment of same, said Mortgagee shall have the option of paying off the same; and to further secure said indebtedness, the undersigned agree to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and if the undersigned fail to keep said property insured as above specified, 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, 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 the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagors shall pay the indebtedness herein and, in addition, reimburse said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance be null and void, but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or in the payment of the indebtedness hereby secured, or any part thereof, or the interest thereon, or should the interest of said Mortgagee 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, 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 said 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 the 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, in some newspaper published 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 main courthouse 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, publishing, 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 expend in paying insurance, taxes, or other incumbrance, 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 remainder, if any, to be turned over to the said Mortgagors; and the undersigned further agrees 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 Mortgagors by such auctioneer as agent, or attorney in fact.

No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time; and the payment by Mortgagee of anything Mortgagors have herein agreed to pay shall not constitute a waiver of the default of Mortgagors in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagors.

The rights, options, powers, and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.

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, executors, administrators, and assigns of said Mortgagee.

THIS IS A PURCHASE MONEY MORTGAGE.

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IN WITNESS WHEREOF, We have hereunto set our hands and seals
this the 6th day of December, 1994.

Andrew B. Moore
Andrew B. Moore

Diane M. Moore
Diane M. Moore

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in
said State, hereby certify that Andrew B. Moore and wife, Diane M.
Moore, whose names are signed to the foregoing instrument and who
are known to me, acknowledged before me on this day, that being
informed of the contents of the instrument, they executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of
December, 1994.

Joyce May
Notary Public
My Commission Expires: 3/4/98

Inst # 1994-36464

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