

The true consideration of this instrument is \$221,000.00, the remaining being interest and other miscellaneous charges.

**THE STATE OF ALABAMA  
JEFFERSON COUNTY**

**MORTGAGE**

THIS MORTGAGE, made and entered into on this, the 14th day of August, 19 95, by and between

Duane P. Willoughby, a single individual

parties of the first part, and UNION STATE BANK, Birmingham, Alabama, party of the second part.

WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the sum of Two hundred twenty one thousand and 00/100ths--(\$221,000.00)-----Dollars,

evidenced by one or more promissory note(s), payable at Union State Bank, Birmingham, Alabama. The balance of the said indebtedness with all interest thereon matures and is payable on the DEMAND day of \_\_\_\_\_

19 \_\_\_\_\_, or in monthly installments of \$ \_\_\_\_\_ each, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, and on the \_\_\_\_\_ day of each month thereafter until entire amount, principal and interest, is fully paid.

NOW, THEREFORE IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the following described property, to-wit:

For a point of beginning, commence at the Northwest corner of the NW 1/4 of NE 1/4 of Section 2, Township 22 South, Range 2 West, said point beginning the Northwest corner of herein described property; thence proceed South along the West boundary of said 1/4-1/4 Section a distance of 1321.60 feet to a point on the North right of way line of Shelby County Highway #42; thence turn an angle of 92 degrees 31 minutes 09 seconds left and proceed East along the North right of way line of said road 325.76 feet; thence turn an angle of 87 degrees 29 minutes 07 seconds left and run North a distance of 1296.75 feet to a point on the North boundary of said Section 2; thence turn an angle of 88 degrees 08 minutes 28 seconds left and proceed West along said Section line a distance of 325.51 feet to the point of beginning. The above described property being that part of the West 1/2 of the West 1/2 of the Northwest 1/4 of Northeast 1/4, Section 2 Township 22 South Range 2 West, Shelby Co. AL lying North of the right of way of Shelby Co. Highway #42. Mineral and Mining rights accepted.

Inst # 1995-23123

08/22/1995-23123  
01:54 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 342.50

Birmingham, AL

And parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant with party of the second part that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrance; and that they warrant and will forever defend the title to said premises against the lawful claims and demands of all parties whomsoever.

And said party of the second part is authorized, in case of sale under the power herein contained, to execute a conveyance to the purchaser, conveying all the right and claim of said parties of the first part in and to said premises, either at law or in equity. And said party of the second part may purchase said property at any sale hereunder and acquire title thereto as a stranger, and in case of a purchase by party of the second part, said party of the second part, or any person authorized by it in writing, shall have the power to convey all the right, title and interest of parties of the first part in and to said premises by a deed to the party of the second part.

Parties of the first part covenant that they will pay all taxes and assessments that may be levied against said property, and that they will insure, and will keep insured, the improvements thereon against loss by fire, windstorm and such other perils as may be required or designated by party of the second part, in insurance companies that are acceptable to party of the second part, for their reasonable insurable value and in no event less than the amount of the indebtedness secured by this mortgage. The original policies evidencing said insurance shall be delivered to and kept by party of the second part and shall contain loss clauses acceptable to party of the second part, providing for payment in the event of loss to party of the second part as its interest may appear; and in case of the failure of parties of the first part to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure the improvements on said property, party of the second part may, at its option, either pay said taxes and assessments and procure said insurance; and the amount of taxes, assessment or insurance premiums as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness herein above described; or party of the second part may, at its election, proceed to foreclose this mortgage.

IN WITNESS WHEREOF, parties of the first part have hereto set their hands and seals, on this, the day and year herein first above written.

Duane P. Willoughby \_\_\_\_\_ (L. S.) \_\_\_\_\_ (L. S.)

Given under my hand and seal on the 14th day of August, 1995

08/22/1995-23123  
01:54 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 342.50

Public in County JUDGE OF PROBATE said State and County, hereby certify

Given under my hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**Notary Public**