



JEFFERSON TITLE CORPORATION

This instrument was prepared by P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

(Name) Holliman, Shockley & Kelly
2491 Pelham Parkway
(Address) Pelham, AL 35124

MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

ROBERT L. MCKAY, A MARRIED MAN

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

JESSE M. HIGGINBOTHAM, JR. and EMMA DELL BRISTOW HIGGINBOTHAM and PATRICIA H. BUSSELL

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

of Forty Thousand and no/100----- Dollars

(\$ 40,000.00), evidenced by One promissory note of even date with all its

accompanying terms and conditions executed simultaneously herewith.

Inst # 1996-09736

03/26/1996-09736
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCB 73.50

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,

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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS IF SET FORTH IN FULL
HEREIN FOR THE COMPLETE LEGAL DESCRIPTION OF THE PROPERTY BEING CONVEYED BY
THIS INSTRUMENT.

The property herein being conveyed does not constitute the homestead of
Robert L. McKay or his wife.

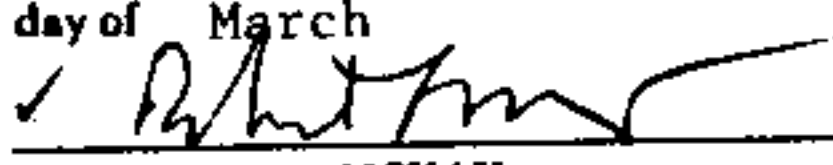
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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 my signature and seal, this 12th day of March, 19 96

 (SEAL)

ROBERT L. MCKAY (SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama }
Shelby COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that ROBERT L. MCKAY, A MARRIED MAN
whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of March, 19 96

 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 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 DEED

Recording Fee \$
Deed Tax \$

This form furnished by



JEFFERSON TITLE CORPORATION
P.O. Box 10461 • Birmingham, AL 35201 • (205) 328-8020

EXHIBIT "A"

Part of the SW 1/4 of the SW 1/4, Section 24, Township 20 South, Range 3 West, more particularly described as follows:
Begin at the Southwest corner of said 1/4-1/4 Section and run thence East along the South line thereof 921 feet to the East line of the right of way of the Montgomery-Birmingham Highway; thence run North 19 deg. 30 min. West along said line 438 feet to the north line of a road; thence run North 87 deg. 25 min. East 400 feet to a point of beginning of the land herein described; thence run North 19 deg. 30 min. West 104 feet; thence run South 87 deg. 25 min. West 181 feet; thence run South 19 deg. and 30 min. East 104 feet to the North side of a road; thence run North 87 deg. 25 min. East along North side of said road 181 feet to the point of beginning; being situated in the SW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West; being situated in Shelby County, Alabama.

LESS AND EXCEPT

Commence at the Southwest Corner of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 20 South, Range 3 West.
Thence N 86d 54'41" E a distance of 1340.39 feet; Thence N 19d 33' 33" W a distance of 442.07 feet; Thence S 87d 41' 50" W a distance of 180.96 feet to the POINT OF BEGINNING;
Thence N 19d 30' W a distance of 104.00 feet; Thence S 87d 41' 50" W a distance of 10.01 feet; Thence S 19d 30' W a distance of 104.00 feet; Thence N 87d 41' 50" E a distance of 10.01 feet to the Point of Beginning.

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