HIS INSTRUMENT PREPARED BY:

ame: ddress: James F. Burford, III 100 Vestavia Office Park, Suite 200-A Birmingham, Alabama 35216

ORTGAGE

HELBY COUNTY

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the said indebtedness, and to secure the prompt payment of the said indebtedness, and the said indebtednes

RANDALL H. STRONG
Lituated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

The property conveyed herein is not the homestead of the Mortgagor or his spouse.

This is a purchase money mortgage.

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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 nortgage, as the interest of said Mortgagee may appear, and promptly to deliver said polices, or any renewals of said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to renewals of said polices, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance polices to said Mortgagee then said Mortgagee has the option of insuring property for said sum for the benefit deliver said insurance polices to said Mortgagee then said indebtedness, less cost of collecting same; all amounts so expended of said Mortgagee, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended of said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by the mortgage, and bear interest from the dete of payment by said Mortgage, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgages for any amounts Mortgagee 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 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 Mortgages 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 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 ilen 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 Mortgagee shall be authorized to take possession of the premises hereby convayed 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, on an masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of eaid sale, First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to payment of any amounts that may have been expended, or that it may necessary then to expended in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to 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 through 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 a 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 successor and agents assigns of said Mortgagee, if a corporation.

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OF ALABAMA	General Acknowledgement					
OF JEFFERSON )	Mariar Memorradament					
1, the undersigned,	E. Burford, III	, a Note	ry Public	in and for said	County in sa	id State, her
fy that MICHAEL H. STRONG.	a merried man edged before me on this day,	that being i	nformed of	the contents of	the convey	ance he
no <u>is</u> known to me, acknowled the same voluntarily on the	edged before me on this day, day the same bears date.	, that being to	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			•
		day ofDec	ember	, 19 <u>96</u> .		
Given under my hand and offic	Hat seat this	Jan, 51	1			
	Notary Public	<del>_</del>			1	
	My Commission	Expires:	/1/98			
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e of)	Comporate Acknowledgme	ent				
nty of	COMPONATE MCKNOWI COMING	****				
		a Not	acy Public	in and for said	County in a	eid State, he
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## Parcel 1

The N 1/2 of the N 1/2 of Section 35, Township 20 South, Range 2 West, Shelby County, Alabama.

## Parcel II

A parcel of land situated in the SW 1/4 of the SE 1/4 and in the SE 1/4 of the SW 1/4 of Section 26, Township 20 South, Range 2 West, and being more particularly described as follows:

Commence at the SW corner of Section 26, Township 20 South, Range 2 West; thence North 2 deg. 32 min. 48 sec. West along the West line of said Section a distance of 688.38 feet; thence North 88 deg. 38 min. 46 sec. East a distance of 2268.45 feet to the point of beginning; thence continue along the last described course a distance of 940.00 feet; thence North 55 deg. 14 min. 57 sec. West a distance of 91.32 feet; thence North 33 deg. 12 min. 32 sec. West a distance of 180.70 feet; thence South 88 deg. 38 min. 46 sec. West a distance of 770.85 feet; thence South 1 deg. 21 min. 14 sec. East a distance of 207.30 feet to the point of beginning; being situated in Shelby County, Alabama.

## Parcel III

The S 1/2 of SW 1/4 of SW 1/4; The S 1/2 of SE 1/4 of SW 1/4; The S 1/2 of SW 1/4 of SE 1/4; and the S 1/2 of W 1/2 of the W 1/2 of the SE 1/4 of SE 1/4, all in Section 26, Township 20 South, Range 2 West, Shelby County, Alabama.

## Parcel IV

A parcel of land situated in the SE 1/4 of the SE 1/4 of Section 27, and in the NE 1/4 of the NE 1/4 of Section 34, Township 20 South, Range 2 West and being more particularly described as follows:

Begin at the SE corner of Section 27, Township 20 South, Range 2 West said point being the point of beginning; thence North 2 deg. 32 min. 48 sec. West along the easterly boundary of said section a distance of 80.00 feet; thence South 88 deg. 26 min. 21 sec. West a distance of 208.71 feet; thence South 2 deg. 32 min. 48 sec. East a distance of 208.74; thence North 88 deg. 26 min. 21 sec. East a distance of 208.71 feet, more or less, to the easterly boundary of Section 34; thence in a northerly direction along the easterly boundary of said section a distance of 128.74 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

Inst # 1996-41014

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SHELBY COUNTY JUDGE OF PROBATE
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