

This instrument was prepared by:  
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Attorney at Law  
2100-C Rocky Ridge Road  
Birmingham, AL 35216

Inst # 1997-19832

06/28/1997-19832  
11:08 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
000 SNA 54.60

STATE OF ALABAMA:  
JEFFERSON COUNTY:

### MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **DENNIS VANDEGRIFT, SR., An Unmarried Man** (hereinafter called "Mortgagors", whether one or more), is justly indebted to, **FRED RICHARDS** (hereinafter called "Mortgagee", whether one or more), in the sum of **TWENTY-SEVEN THOUSAND, FOUR HUNDRED AND NO/100.....(\$27,400.00) Dollars**, evidenced by a promissory note of even date executed simultaneously herewith.

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 Mortgagor, **DENNIS VANDEGRIFT, SR., An Unmarried Man**, 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:

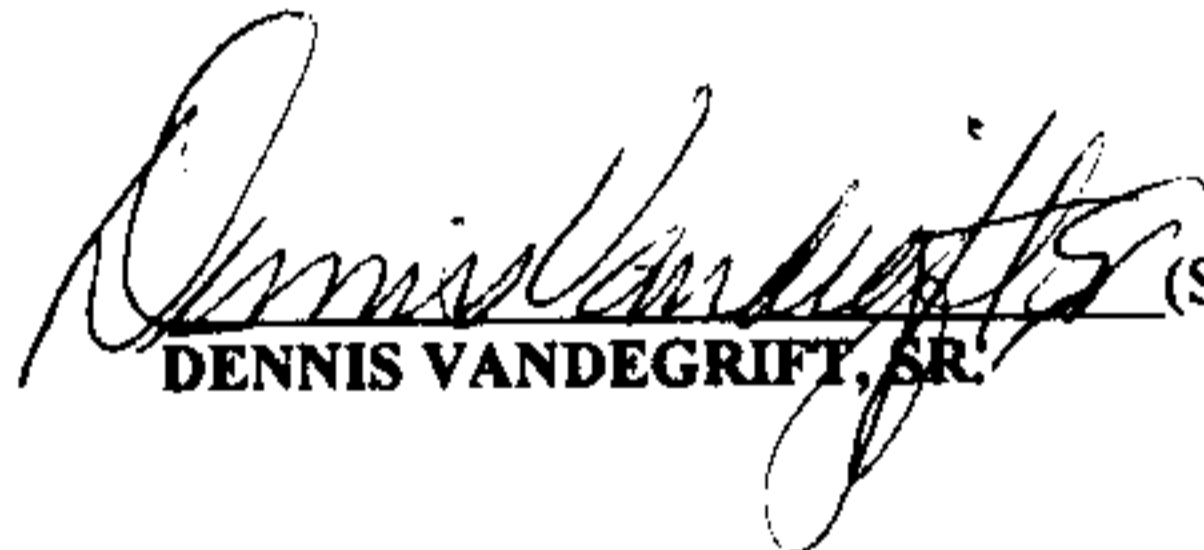
See attached "Exhibit A" for legal description.

### THIS IS A FIRST PURCHASE MONEY MORTGAGE.

**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 renewals 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 any one of said events, the whole of said indebtedness hereby secured shall at one become due and payable, and this mortgage by 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 masses 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.

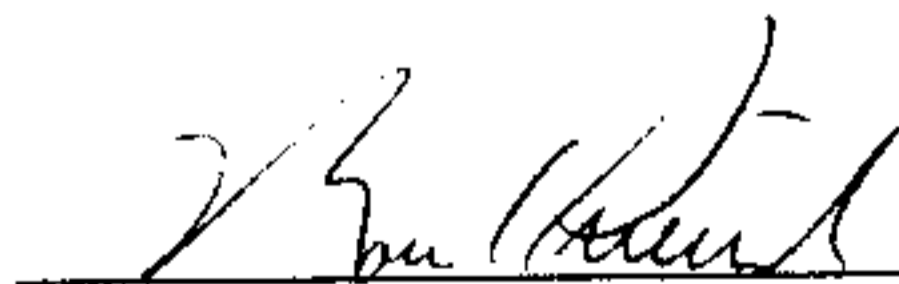
IN WITNESS WHEREOF the undersigned **DENNIS VANDEGRIFT, SR., An Unmarried Man**, has hereunto set his undersigned signature and seal, this the 23rd day of June, 1997.

 (Seal)  
**DENNIS VANDEGRIFT, SR.**

STATE OF ALABAMA:  
JEFFERSON COUNTY:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DENNIS VANDEGRIFT, SR., An Unmarried 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23rd day of June, 1997.

  
\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF ALABAMA  
COMMISSION EXPIRES  
MAY 1, 1999.  
JAMES H. HARRIS, JR.  
NOTARY PUBLIC

"Exhibit A"  
Legal Description

Commence at the NE corner of the NW 1/4 of the SE 1/4 of Section 9, Township 22 South, Range 2 West; thence run Easterly along the north line thereof for 942.04 feet to the easterly R/W of U.S. Highway #34; thence 85 deg. 56 min. left run Southerly along said R/W for 278.20 feet to the Point of Beginning; thence continue last described course for 220.02 feet to a point; thence 86 deg. 00 min. left run Easterly for 175.00 feet to a point; thence 93 deg. 50 min. 53 sec. left run Northerly 100.20 feet to a point; thence 0 deg. 36 min. 41 sec. left run Northerly 120.14 feet to a point; thence 85 deg. 37 min. 52 sec. left run Westerly for 174.16 feet to the Point of Beginning.

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*Ann Landreth*  
6/23/97