

This instrument was prepared by

(Name) A. Eric Johnston, Esquire

(Address) 2100-A SouthBridge Parkway, Birmingham, AL 35209, Ste. 376

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JAMES MICHAEL RUTHERFORD

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

KAREN LARUE RUTHERFORD MOON

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

of One-Hundred Thousand Dollars
(\$100,000.00), evidenced by

Promissory Note

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,

James Michael Rutherford

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-I"

Inst # 1997-36913

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10:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 163.50

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

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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 James Michael Rutherford
have hereunto set his signature and seal, this 6th day of November, 1997
James Michael Rutherford (SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that James Michael Rutherford
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 has executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 6th day of November, 1997
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 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: A. Eric Johnston
2100-A SouthBridge PKWY
Birmingham, AL 35209

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA

600 20TH STREET NORTH
BIRMINGHAM, ALABAMA 35203-2693
(205) 251-2871

LT006

PARCEL ONE

Commence at the southwest corner of NE 1/4 of SW 1/4 of Section 13, Township 19, Range 2 West and run north along said forty acre line 165 feet to the point of beginning of the land herein conveyed; thence continue north along said forth acre line, 165 feet; thence east, and parallel with the south line of said forty acres, 1320 feet, more or less, to the east line of said forty acres; thence along same south, 165 feet to the northeast corner of Virginia Howard Bailey and R.H. Bailey lot; thence along the north line of said last mentioned lot, west and parallel with the south line of said forty acres, 1320 feet, more or less to the point of beginning.

PARCEL TWO

That part of the NE 1/4 of SW 1/4 of Section 13, township 19 south, Range 2 West, situated in Shelby county, Alabama, more particularly described as follows: Commence at the Southwest corner of said 1/4 - 1/4 section and run thence Northwardly along the West line of said 1/4 - 1/4 section for a distance of 330 feet to the point of beginning of the parcel here described; from the point of beginning thus obtained continue Northwardly and along the west line of said 1/4 - 1/4 section for a distance of 165 feet; thence turn an angle to the right of 92 degrees 23' and 45" and run Eastwardly for a distance of 256.41 feet to the point on the Westerly right of way line of Cahaba Valley Road (being an 80 foot right of way); run thence in a general Southwestwardly direction and along the Westerly right of way line of said Cahaba Valley Road for a distance of 181 feet, more or less, to a point which is 330 feet North of the South line of said 1/4 - 1/4 section; run thence Westwardly and along a line which is 330 feet North of the South line of said 1/4 - 1/4 section for a distance of 174.71 feet to the point of beginning.

PARCEL THREE

The North 1/2 of the South 1/2 of the SE 1/4 of the NW 1/4 of Section 13 township 19, Range 2 West, less and except, all of that part of the North 1/2 of the South 1/2 of the SE 1/4 of the NW 1/4 of Section 13, Township 19, Range 2 West, lying West of Cahaba Valley Road.

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"EXHIBIT A-I"