

This instrument was prepared by:

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Alabaster, Alabama 35007

Inst # 1998-01524
01/15/1998-01524
11:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DD4 SNA 114.20

PURCHASE MONEY MORTGAGE

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:
That Whereas,

GREGORY L. ASHWORTH and wife, GEORGIA E. ASHWORTH

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

SIDNEY TURNER GLOVER and wife, SANDRA L. GLOVER

(hereinafter called "Mortgagee", whether one or more), in the sum of Sixty-four Thousand Seven Hundred Fifty and No/100 Dollars (\$64,750.00), as evidenced by a real estate mortgage note of even date payable as follows: \$5,250.00 within sixty (60) days from the date herewith without interest until maturity and Eight Percent (8%) per annum thereafter and Fifty-Nine Thousand Five Hundred and no/100 (\$59,500.00) Dollars bearing interest at Eight Percent (8%) per annum, payable in 120 equal monthly installments of \$722.22 beginning February 1, 1998, with payments due on the first day of each month thereafter until paid in full.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this Purchase Money 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:

Commence at the southeast corner of Section 13, Township 21 south, Range 2 west, Shelby County, Alabama and run thence northerly along the east line of said Section 13 a distance of 453.22' to a point; Thence turn 88 degrees 39 minutes 32 seconds left and run westerly 270.32' to a steel rebar corner and the point of beginning of the property being described; Thence continue along last described course 327.39' to a steel rebar

corner; Thence turn 90 degrees 04 minutes 07 seconds right and run northerly 620.00' to a steel rebar corner on the south margin of Shelby County Highway No. 26 in a curve to the right; Thence turn 93 degrees 35 minutes 59 seconds right to chord and run easterly along the chord of said highway curve a chord distance of 314.65' to a steel rebar corner; Thence turn 85 degrees 07 minutes 43 seconds right from chord and run southerly 600.00' to the point of beginning, containing 4.51 acres.

Subject to:

- (a) 1998 Ad Valorem Taxes which are a lien but not yet due and payable;
- (b) Easements, restrictions and rights-of-way appearing of record;
- (c) Permits to Alabama Power Company recorded in Deed Book 130, Page 238; Deed Book 198, Page 484 and Deed Book 245, Page 66 in Probate Office of Shelby County, Alabama; and
- (d) Right of way to Shelby County recorded in Deed Book 111, Page 872 in Probate Office.

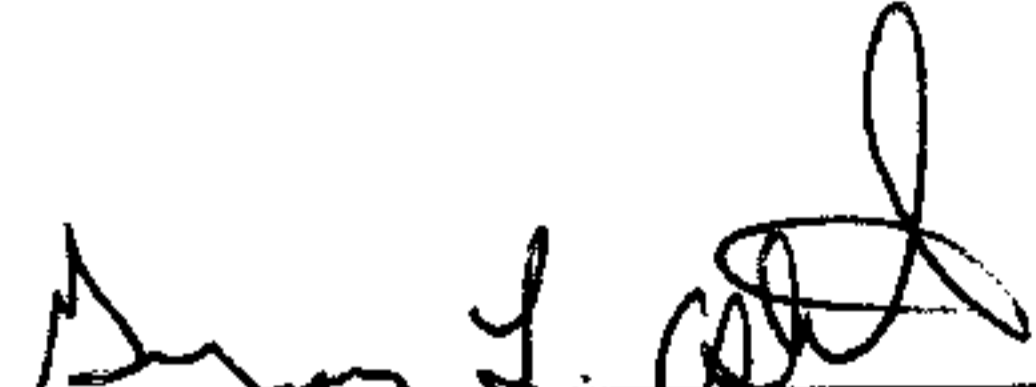
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 Mortgagees 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 Courthouse 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 incumbrance, 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, GREGORY L. ASHWORTH and wife, GEORGIA E. ASHWORTH, have hereunto set their hands and seals, this the 29th day of December, 1997.

WITNESS:



GREGORY L. ASHWORTH


GEORGIA E. ASHWORTH

STATE OF ALABAMA:
COUNTY OF SHELBY:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory L. Ashworth and wife, Georgia E. Ashworth, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of December, 1997.



Notary Public

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