

THIS INSTRUMENT PREPARED BY:

NAME: Thomas L. Foster, Attorney

ADDRESS: 1201 N. 19th St., B'ham, AL 35234

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

Jefferson

COUNTY

Know All Men By These Presents, that whereas the undersigned Joseph Habshey, a married man justly indebted to Alice F. Russell and William L. Russell in the sum of --One Hundred Twenty Five Thousand and 00/100---- evidenced by one promissory note, payable as set out therein

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Joseph Habshey, a married man do, or does, hereby grant, bargain, sell and convey unto the said Alice F. Russell & William L. Russell (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:
See attached Exhibit "A" for legal description.

THIS IS A PURCHASE MONEY MORTGAGE.

This mortgage may be prepaid without penalty.

This mortgage may not be assumed without the prior written consent of the mortgagee herein.

Inst # 1998-29416

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1998 ALABAMA
SHERIFF COUNTY JUDGE OF PROBATE
\$11.00

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 Mortgagee, as the interest of said Mortgagee may appear, and promptly to 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee 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 the 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 Mortgagee 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 the 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 lien 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on. 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 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 though 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 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 successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 23rd day of July

19 98

WITNESSES:

Joseph Habshey (Seal)
Joseph Habshey

____ (Seal)

____ (Seal)

____ (Seal)

STATE OF ALABAMA

JEFFERSON

County

General Acknowledgement

I, the undersigned,

, a Notary Public in and for said County in said State,

hereby certify that Joseph Habshey, 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 23rd day of July 1998

Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

a Notary Public in and for said County, in

I, said State, hereby certify that

whose name as President 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 the 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

TO

MORTGAGE

This Form Furnished By

ALABAMA TITLE CO., INC.

2233 SECOND AVE. NO.

BIRMINGHAM, ALABAMA 35203

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF LOT 1 AND THE NORTH HALF OF LOT 2, BLOCK 14 OF JOSEPH SQUIRE'S MAP OF THE TOWN OF HELENA COMPILED AS A SINGLE UNIT.

BEGIN AT A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET IN HELENA, ALABAMA 50.0' SOUTH OF THE MAIN LINE TRACK OF THE L&N RAILROAD, THENCE RUN EAST-SOUTHEAST ALONG SAID SOUTH RIGHT OF WAY LINE OF SAID L&N RAILROAD A DISTANCE OF 140.0' TO A POINT, THENCE TURN AN ANGLE OF 84 DEGREES 20 MINUTES TO THE RIGHT AND RUN SOUTHERLY A DISTANCE OF 18.0' TO A POINT, THENCE TURN AN ANGLE OF 13 DEGREES 20 MINUTES TO THE LEFT AND CONTINUE SOUTHERLY A DISTANCE OF 68.0' TO A POINT, THENCE TURN AN ANGLE OF 96 DEGREES 36 MINUTES TO THE RIGHT AND RUN WESTERLY A DISTANCE OF 141.70' TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET, THENCE TURN AN ANGLE OF 89 DEGREES 39 MINUTES TO THE RIGHT AND RUN NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF MAIN STREET A DISTANCE OF 6.75' TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 0 MINUTES TO THE RIGHT AND RUN EASTERLY ALONG THE SOUTH LINE OF LOT 2 A DISTANCE OF 60.0' TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT AND RUN NORTHERLY ALONG THE EAST LINE OF SAME SAID LOT 2 A DISTANCE OF 30.0' TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT AND RUN WESTERLY ALONG THE EXACT MIDDLE LINE OF SAME SAID LOT 2 A DISTANCE OF 60.0' TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAME SAID MAIN STREET, THENCE TURN AN ANGLE OF 90 DEGREES 0 MINUTES TO THE RIGHT AND RUN NORTHERLY ALONG SAID EAST LINE OF SAID MAIN STREET A DISTANCE OF 70.75' TO THE POINT OF BEGINNING, MARKED ON EACH CORNER WITH A STEEL REBAR PIN AS OF DATE OF SURVEY.

ALSO THE FOLLOWING PROPERTY:

Begin at the NW corner of the S $\frac{1}{4}$ of Lot 2, Block 14 of Joseph Squire's map of the Town of Helena, Alabama. Run thence in an Easterly direction along the Northern boundary of the S $\frac{1}{4}$ of said Lot 2, Block 14 a distance of 60 feet to a point; thence turn an angle of 90° to the right and run southerly a distance of 6.75 feet to a point; thence turn to the right and run Westerly parallel with the Northern boundary of the S $\frac{1}{4}$ of said Lot 2, Block 14 a distance of 60 feet to a point; thence turn to the right and run Northerly a distance of 6.75 feet to point of beginning of the property herein conveyed.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

Begin at the SW corner of the S $\frac{1}{4}$ of Lot 2, Block 14 according to Joseph Squire's map of the Town of Helena, Alabama, which point of beginning is the SW corner of that certain property conveyed to the Town of Helena, Alabama by deed from T. S. Wallace and wife, Eugenia Wallace recorded in Deed Book 187, Page 375 in the Probate Records of Shelby County, Alabama; thence run in an Easterly direction along the Southern boundary of the said S $\frac{1}{4}$ of Lot 2, Block 14 a distance of 60 feet to a point; thence turn an angle of 90° to the right and run Southerly a distance of 6.75 feet to a point; thence turn to the right and run Westerly parallel with the Southern boundary of Lot 2, Block 14 a distance of 60 feet to a point; thence turn to the right and run Northerly 6.75 feet to point of beginning of the

Inst # 1998-29416

08/03/1998-29416
11:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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