

This instrument was prepared by

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Form 1-1-82 Rev. 1-84  
**MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama**

**STATE OF ALABAMA** } **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**  
**COUNTY SHELBY**

Jimmy G. Russ and wife, Ann D. Russ

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

The Homestead Joint Venture

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Twenty Thousand and no/100-----Dollars  
(\$ 20,000.00 ), evidenced by a real estate mortgage 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,

Jimmy G. Russ and wife, Ann D. Russ

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:

Lots 1 and 2, according to the survey of The Homestead, Sector "A", First Addition, as recorded in Map Book 12, Page 34 in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Inst # 1998-47593

12/01/1998-47593  
12:55 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 41.00

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

To Have And To Hold the above granted property unto the said Mortgagor, Mortgagor'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 Mortgagor may at Mortgagor'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 Mortgagor, with loss, if any, payable to said Mortgagor; as Mortgagor's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagor; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagor, then the said Mortgagor, or assigns, may at Mortgagor's option insure said property for said sum, for Mortgagor's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagor 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 Mortgagor, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagor or assigns for any amounts Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 publication of the premises hereby conveyed, 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 Mortgagor, 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 Mortgagor, 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 Mortgagor 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

Jimmy G. Russ and wife, Ann D. Russ

have hereunto set their signature and seal, this

day of November, 19 98

Jimmy G. Russ

(SEAL)

Ann D. Russ

(SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama  
Shelby

COUNTY }

I, the undersigned authority  
hereby certify that Jimmy G. Russ and Ann D. Russ

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

whose name is 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 23<sup>rd</sup> day of November, 19 98  
My Commission Expires: 10/16/2000

Notary Public.

THE STATE of

COUNTY }

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

I,  
hereby certify that

whose name is 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

TO

MORTGAGE DEED

1151 + 1998-47593

12/01/1998-47593  
12:55 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRW 41.00

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Services Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

Return to: