

This instrument was prepared by

(Name) **WALLACE, ELLIS, FOWLER & HEAD**

(Address) **POST OFFICE BOX 587, COLUMBIANA, ALABAMA 35051**

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JOHNNY M. HOWARD, SR. AND WIFE, SARA H. HOWARD

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

HAROLD L. MCCORD AND WIFE, EDITH E. MCCORD

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

of **ONE HUNDRED AND TWENTY FIVE THOUSAND & NO/100-----** Dollars
(\$125,000.00), evidenced by one promissory real estate mortgage note executed this **3rd**
day of **January**, 2000, due and payable in accordance with the terms and provisions
of said 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, **JOHNNY M. HOWARD, SR. AND WIFE, SARA H. HOWARD**

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

Property described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein, which said Exhibit "A" is signed by parties herein for the purpose of identification.

J M. H. [Signature]

Mortgagors shall not have the right of prepayment without the written consent of the mortgagees, their heirs, successors or assigns.

Edith M. [Signature]
H L M

THIS IS A PURCHASE MONEY MORTGAGE.

Inst # 2000-00282

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SHELBY COUNTY JUDGE OF PROBATE
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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 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 full 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 JOHNNY M. HOWARD, SR. AND WIFE, SARA H. HOWARD

have hereunto set their signatures and seal, this

3rd day of January

192000

Johnny M. Howard, Sr. (SEAL)
Johnny M. Howard, Sr.

Sara H. Howard (SEAL)
Sara H. Howard

(SEAL)

(SEAL)

THE STATE of ALABAMA

SHELBY COUNTY

I, Teresa B. Rape

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

hereby certify that Johnny M. Howard, Sr., and wife, Sara H. Howard

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

3rd

day of January

192000

Edward M. Jones Jr. 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:

TO

MORTGAGE DEED

THIS FORM FROM

Louyers Title Insurance Corporation

Life Insurance Division

TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT "A"

PARCEL 1

Commence at the NE corner of Section 26, Township 21 South, Range 1 West, thence run South 86 degrees, 30 minutes West a distance of 420.43 feet; thence run South 03 degrees, 05 minutes East a distance of 304.48 feet; thence run South 03 degrees, 18 minutes East a distance of 553.27 feet; thence run South 03 degrees, 50 minutes East a distance of 370.36 feet; thence run South 17 degrees 37 minutes West a distance of 152.67 feet, (to a Geodetic Survey Monument TT 17 TWC, at the intersection of the NE margin of Depot Street and the West margin of North Main Street); thence run North 71 degrees 44 minutes West a distance of 408.88 feet to a point on the South margin of Depot Street; thence run North 63 degrees 08 minutes West a distance of 307.30 feet to a point on the South margin of Depot Street, and the NW corner of the County property; thence run South 17 degrees 00 minutes West along said County Lot a distance of 198.10 feet to Simmons Lot, thence turn an angle of 91 degrees 20 minutes to the right and run a distance of 93.25 feet to the point of beginning; thence continue in the same direction a distance of 100.00 feet to a drain ditch; thence turn an angle of 99 degrees 44 minutes to the left and run along said ditch a distance of 128.97 feet to the East right of way of the L & N Railroad; thence turn an angle of 32 degrees 40 minutes to the left and run along said right of way a distance of 56.35 feet to the North right of way line of Alabama Highway 70; thence turn an angle of 40 degrees 38 minutes to the left and run along said right of way a distance of 66.97 feet; thence turn an angle of 105 degrees 26 minutes to the left and run a distance of 178.50 feet to the point of beginning. Situated in the NE $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama

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PARCEL 2

Commence at the Northeast corner of Sec. 26, Township 21 South, Range 1 West, thence run South 86 degrees 30 minutes West, a distance of 420.43 feet; thence run South 03 degrees 05 minutes East, a distance of 304.48 feet; thence run South 03 degrees 18 minutes East, a distance of 553.27 feet; thence run South 03 degrees 50 minutes East a distance of 370.36 feet; thence run South 17 degrees 37 minutes West, a distance of 152.67 feet (to a Geodetic Survey Monument, No. TT 17 TWC, at the intersection of the Northeast margin of Depot St. & the West margin of North Main Street); thence run North 71 degrees 44 minutes West a distance of 408.88 feet, to a point on the South margin of Depot Street, thence run North 63 degrees 08 minutes West a distance of 307.30 feet, to a point on the South margin of Depot Street, and the Northwest corner of the County Property; thence run South 17 degrees 00 minutes West, along said County Lot, a distance of 198.10 feet, to Simmons lot, thence turn an angle of 91 degrees 20 minutes to the right and run a distance of 83.25 feet to the point of beginning of the lot herein conveyed thence continue in the same direction a distance of 10 feet to the Northeast corner of the lot heretofore conveyed to the grantees by the grantors by deed dated March 25, 1965, recorded in Deed Book 234 at page 762 in the Probate Office of Shelby County, Alabama, thence turn an angle of 98 degrees 38 minutes to the left and run in a southerly direction along the East line of lot heretofore conveyed to the grantees by the grantors, a distance of 178.50 feet to the North right of way of State Highway No. 70; thence turn an angle of 74 degrees 34 minutes to the left and run along said right of way a distance of 10 feet; thence turn an angle of 105 degrees 26 minutes to the left and run parallel to the East line of lot heretofore conveyed to Grantees by the Grantors, a distance of 178.50 feet to the point of beginning. Situated in the Northeast quarter of Section 26, Township 21, Range 1 West.

PARCEL 3

A lot in the Town of Columbiana, Alabama, more particularly described as follows: Commence at the intersection of the South line of the Depot Street with the center line of the L & N Railroad; run thence South 55 degrees 50 minutes East 225 feet; run thence South 62 degrees East 200 feet; run thence South 65 degrees East 97 feet to a point on the South side of Depot Street; thence continue South 65 degrees East along the South side of Depot Street 100 feet; thence South 18 degrees 30 minutes West 104 feet to the point of beginning of the lot herein conveyed; from said point of beginning run South 18 degrees 30 minutes West 104 feet; thence North 65 degrees West 100 feet; thence North 18 degrees 30 minutes East 104 feet; thence South 65 degrees East 100 feet to the point of beginning.

PARCEL 4

A lot in the Town of Columbiana, Alabama, more particularly described as follows: Commence at the intersection of the South line of the Depot Street with the center line of the L & N Railroad; run thence South 55 degrees 50 minutes East, 225 feet; run thence South 62 degrees East 200 feet; run thence South 65 degrees East 97 feet to a point on the South side of Depot Street; thence continue South 65 degrees East along the South side of Depot Street 100 feet; thence South 18 degrees 30 minutes West 158 feet to the point of beginning of the lot herein conveyed; from said point of beginning, run South 18 degrees 30 minutes West 50 feet; thence North 65 degrees West 100 feet; thence North 18 degrees 30 minutes east 50 feet; thence South 65 degrees East 100 feet to the point of beginning. Except 15 feet on the West side reserved for a street.


Harold L. McCord - Seller




Edith E. McCord - Seller



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