(Name)

(Name)

(Address)

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Terry L. and Marsha G. Massey (husband and wife)

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

Gorden L. and Mary F. Mulkey (husband and wife)

of One hundred seven thousand and 00/100-----Dollars

Lot 7, according to Kenton Brent Nickerson Subdivision, as shown on map recorded in Map Book 5 page 53 in Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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,

Terry L. and Marsha G. Massey (husband and wife)

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:

Lot 7, according to Kenton Brent Nickerson Subdivision, as shown on map recorded in Map Book 5 page 53 in Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

COUNTY Shelby

(\$ 107,000.00), evidenced by

- 1. Taxes for the year 2003.
- 2. Building setback line of 35 feet reserved from 2nd Avenue Southwest as shown by plat.
- 3. Restrictions, convenants and conditions as out in instrument recorded in Map Book 5 page 53 in Probate Office.
- 4. Easement to Southern Natural Gas as shown by instrument recorded in Deed Book 112 page 331 in Probate Office.
- 5. Permit to Southern Natural Gas as shown by instrument recorded in Deed Book 90 page 467 in Probate Office.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns 1.17 ever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all takes of 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 fact also 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 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 assigna 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 Morigagee or as signs, 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 144lishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper publication 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 nignest 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; Tord, 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 understanded further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest Clauer therefor; and undersigned further agree to hav a reasonable attorney's fee to said Mortgagee or assigns, for the forecostic

of this mortgage in Chai	ncery, should the	same be so fore	closed, said fee to be a	a part of the debt he	reby secured.
IN WITNESS WHE	REOF the under	signed			
have hereunto set	signature	and seal, this	3 day of	February	• X 9X 2003
			March	S Deep a Deep a	(SEA)
THE STATE of Alab Shelby		UNTY		Shelby Chty (6640 Pg 2/2 174.50 Judge of Probate, AL 3:59:00 FILED/CERTIFIED
I. Gwendolyn hereby certify that	~ ~	Massey and	, a Notary Marsha G. Ma		aid County, in said Stat
whose name aresigned that being informed of the		•			ed before me on this danday the same bears dat
Given under my hand	and official seal	this 3	day of Februa	אולביט אווא אבילולסאבי, היט '200 Milocion, אווא אבילולסאבי, היט '200 אווא אווא א	, 19 2003 Notary Public.
THE STATE of Alal Shelby I,	bama cc	UNTY	Juend , a Notary	Public in and for se	id County, in said Stat
hereby certify that				•	
whose name as a corporation, is signed to being informed of the conformation and as the act of said of the conformation.	ntents of such c				
Given under my hand	and official sea	l, this the	٠٠ الأحداث		, 19
					Notary Publ

DATIAL DEF

AUNITE THE FORM FROM

Inter Insurance (Or parate)

The Sugrantee Division

defurn to: