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Shelby Cnty Judge of Probate, AL  
02/04/2003 10:59:00 FILED/CERTIFIED

(Name).....

(Address).....

Form 1-1-22 Rev. 1-86

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} 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

Gordon<sup>en</sup> L. and Mary F. Mulkey (husband and wife)

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

of One hundred seven thousand and 00/100-----Dollars  
(\$ 107,000.00), evidenced by

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:

1. Taxes for the year 2003.
2. Building setback line of 35 feet reserved from 2nd Avenue Southwest as shown by plat.
3. Restrictions, covenants 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.

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.


 (SEAL)  
 Marsha G. Massey
 (SEAL)

University of Alabama