

20060314000119030 1/2 \$40.70  
Shelby Cnty Judge of Probate, AL  
03/14/2006 02:09:05PM FILED/CERT

**STATE OF ALABAMA**

**PURCHASE MONEY MORTGAGE**

**JEFFERSON COUNTY**

**KNOWN ALL MEN BY THESE PRESENTS**, that whereas the undersigned justly indebted to **DONALD W. SHIRLEY, AND REGINA D. SHIRLEY (husband and wife)** , in the sum of **SEVENTEEN THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS** and no/100 evidenced by one Promissory Note of even date, together with interest thereon at the rate of **ZERO ( 0%)** per annum, payable on or before March 30, 2006 with no prepayment penalty 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, **SHIRLEY S. SHAW** does hereby grant, bargain, unto the said **DONALD W. SHIRLEY and REGINA D. SHIRLEY**

(hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to wit:

A parcel of land in Section 12, Township 20 South, Range 2 West, in Shelby County, Alabama, described as follows:

Commence at the Southeast corner of the Northeast ¼ of the Southwest ¼ of Section 12, Township 20 South, Range 2 West; proceed westerly along the south line of said ¼-¼ section for a distance of 30.01 feet to the point of beginning; continue along said line for a distance of 111.93 feet to the centerline of Nichols Road; turn an angle to the right of 46°24'42" and proceed along said centerline for a distance of 42.26 feet; turn an angle to the left or 90°54'30" and proceed along said centerline for a distance of 160.39 feet; turn an angle to the right of 77°44'01" and proceed for a distance of 223.02 feet; turn an angle to the right of 29°08'13" and proceed for a distance of 209.36 feet; turn an angle to the right of 125°19'34" and proceed parallel to the east line or said ¼ - ¼ section for a distance or 454.63 feet to the point of beginning.

SUBJECT TO an easement for roadway along and 25 feet north of the south line of said ¼ — ¼ section. Situated in Shelby County, Alabama.

Containing 1.80 acres, more or less.

Less and Except 1.15 acres more or less

Said property is warranted free from all encumbrances 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 so said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default by 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 insurance the benefit of said Mortgagee, and if undersigned flu to keep said property insured as above specified, or fail to deliver said insurance 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 is 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 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 encumbrance thereon, so as to endanger the debt hereby secured, or if any statement or 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 expend in paying insurance, taxes, or other encumbrances, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at sale and purchase said property, if the highest bidder therefore, as though a stranger hereto and the person acting as 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 part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person or t the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein. Any estate or interest 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 13<sup>th</sup> day of March, 2006.

Donald Wayne Shirley  
(Borrower)

Regina D. Shirley  
(Borrower)

STATE OF ALABAMA

SHELBY COUNTY

**GENERAL ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald Wayne Shirley, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 13<sup>th</sup> day of March, 2006.

John S. Ozji  
NOTARY PUBLIC 4/5/06

STATE OF ALABAMA

SHELBY COUNTY

**GENERAL ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Regina D. Shirley, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 13<sup>th</sup> day of March, 2006.

John S. Ozji  
NOTARY PUBLIC 4/5/06