This instrument is prepared by:
Terry L. Liddell
287 Old Millhouse Ln.
Columbiana, AL 35051

Purchase Money

MORTGAGE

20130219000068960 1/2 $75.45
Shelby Cnty Judge of Probate, AL
02/19/2013 08:08:44 AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

KNOWN ALL MEN BY THESE PRESENTS: That whereas,

Tammey K. Elliott

(hereinafter called "Mortgagors", whether one or more),

Oscar B. Liddell and son Terry L. Liddell

(hereinafter called "Mortgagee", whether one or more),

in the sum of Forty Thousand Two Hundred Ninety Five And No/100 Dollars ($40,295.00) evidenced by a mortgage note.

And whereas Mortgagors agreed in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Tammey K Elliott

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:

The property situated in the NW 1/4 of the SE 1/4 of Section 35, Township 20 South, Range 1 West and being more particularly described as follows:

COMMENCE AT THE NW CORNER OF SAID 1/4-1/4 AND RUN NORTH ***89*** DEG 12 MW, 54 SEC. EAST ALONG THE NORTH LINE OF SAID 1/4-1/4 216.07 FEET; THENCE, RUN SOUTH 0 DEG. 02 MIR 40 SEC. EAST 195.76 FEET TO THE SOUTHERLY RIGHT OF WAY OF SHELBY COUNTY ROAD NO. 446 AND THE POINT OF BEGINNING; THENCE, CONTINUE SOUTH 0 DEG. 02 MIN. 40 SEC. EAST 204.24 FEET; THENCE RUN SOUTH 89 DEG. 12 MIN. 57 SEC. WEST 216.07 FEET TO THE WEST LINE OF SAID 1/4-1/4; THENCE, RUN NORTH 0 DEG. 02 MIN. 41 SEC. WEST ALONG SAID WEST LINE 99.97 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID SHELBY COUNTY ROAD NO. 446, SAID RIGHT OF WAY BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 123.07 FEET AND A DELTA OF 27 DEG. 58 MIN. 02 SEC.; THENCE. TURN RIGHT AND RUN ALONG SAID CURVE 60.07 FEET TO THE PT OF SAID CURVE; THENCE RUN NORTH 66 DEG. 07 MIN. 20 SEC. EAST ALONG SAID RIGHT OF WAY 94.12 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 172.46 FEET AND A DELTA OF 24 DEG 21 MIN. 25 SEC.; THENCE, RUN ALONG SAID CURVE 73.31 FEET TO THE POINT OF BEGINNING.

Said property is warranted free from all encumbrances 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 fair 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 properly for said sum, for Mortgagee's own benefit, the policy if collected, to he 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 encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shalt 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 he 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 he necessary 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 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 therefore; 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, I (we) have hereunto set my (our) hand(s) and seal(s) this 24th day of August 2011.

Tammey K. Elliott (SEAL)
Tammey K. Elliott

STATE OF ALABAMA)
SHELBY COUNTY)

I, Debra M. King, a Notary Public in and for said County, in said State, hereby certify that **Tammey K. Elliott** whose names 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of August 2011

Debra M. King
Notary Public
My commission expires 1/24/2012

DEBRA M. KING NOTARY PUBLIC ALABAMA STATE AT LARGE