

THIS INSTRUMENT PREPARED BY:
BARNES, TUCKER & BARNES, P.C.
8107 PARKWAY DRIVE
LEEDS, ALABAMA 35094

20211230000613560
12/30/2021 11:21:33 AM
MORT 1/4

PURCHASE MONEY MORTGAGE

STATE OF ALABAMA
JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, **RONNIE RUSHING, AN UNMARRIED MAN**, (hereinafter called "Mortgagors" whether one or more) are justly indebted to **LEE SAMPLES** (hereinafter called "Mortgagee" whether one or more), in the principal sum of **ONE HUNDRED EIGHTY NINE THOUSAND AND 00/ 100 (\$189,000.00)** being due and payable on or before.

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, **RONNIE RUSHING** 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:

Commence at the Northeast corner of Section 22, Township 19 South, Range 2 East, thence run West along the North line of said section 2668.20 feet; thence turn 88 deg. 08'46" left and run in a Southerly direction 435.62 feet to a point on the Northwesterly right of way line of U.S. Highway No. 231; thence turn 37 deg. 17' 18" right and run in a Southwesterly direction along said right of way line 232.58 feet to the point of beginning; thence continue along the last described course 347.50 feet; thence turn 90 deg. 00' 00" right and run Northwesterly 147.34 feet; thence turn 84 deg. 43' 00" right and Northwesterly 170.33 feet; thence turn 47 deg. 47' 00" right and run 241.28 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 of

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. The mortgagee shall be required to keep an active termite bond on the home and failure to provide such policy could result in lender obtaining the said policy.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee 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 sums 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 the 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 County and State, sell the same in lots or parcels or tracts as Mortgagee, agents or assigns deem best, in front of the Courthouse 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, **RONNIE RUSHING**, have hereunto set their signature(s) and seal(s) this 30th DAY OF Dec, 2021.

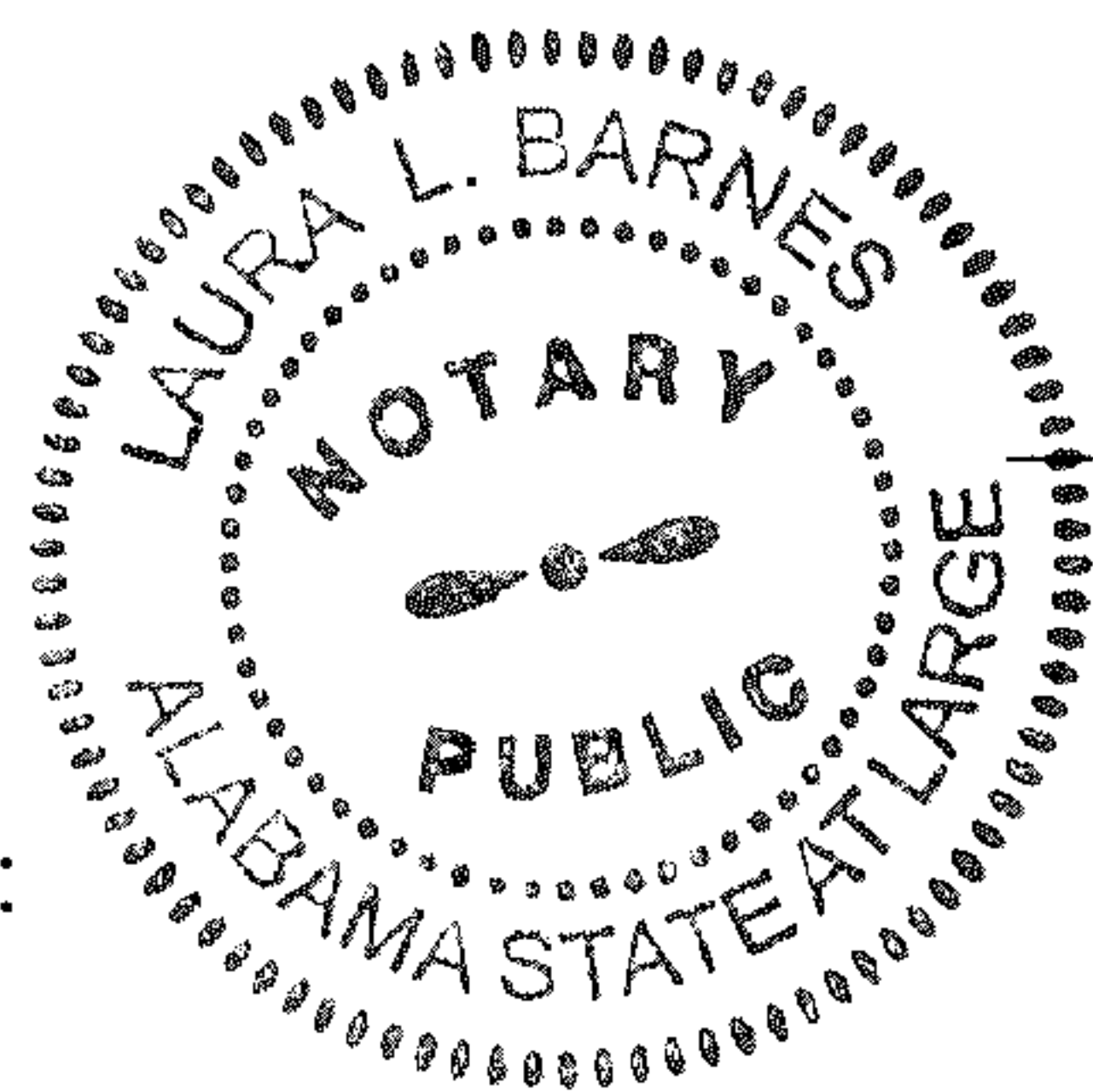


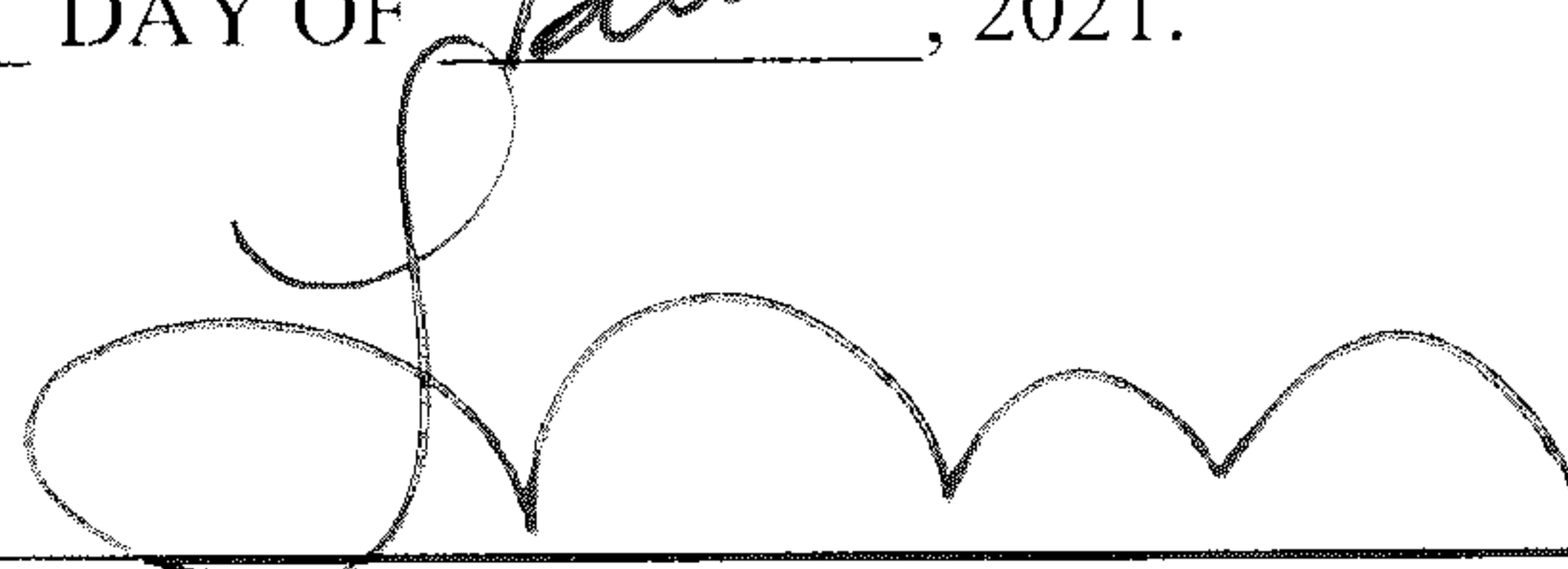
RONNIE RUSHING

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **RONNIE RUSHING** whose name(s) 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. 30th DAY OF Dec, 2021.
Given under my hand and official seal this





Notary Public

2/4/2024

My Commission Expires:

EXHIBIT "A"

Commence at the Northeast corner of Section 22, Township 19 South, Range 2 East, thence run West along the North line of said section 2668.20 feet; thence turn 88 deg. 08'46" left and run in a Southerly direction 435.62 feet to a point on the Northwesterly right of way line of U.S. Highway No. 231; thence turn 37 deg. 17' 18" right and run in a Southwesterly direction along said right of way line 232.58 feet to the point of beginning; thence continue along the last described course 347.50 feet; thence turn 90 deg. 00' 00" right and run Northwesterly 147.34 feet; thence turn 84 deg. 43' 00" right and Northwesterly 170.33 feet; thence turn 47 deg. 47' 00" right and run 241.28 feet to the point of beginning.

THE PROCEEDS OF THIS MORTGAGE LOAN HAVE BEEN APPLIED TOWARD THE PURCHASE PRICE OF THE PROPERTY HEREIN DESCRIBED CONVEYED SIMULTANEOUSLY HEREWITH.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/30/2021 11:21:33 AM
\$314.50 JOANN
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Allen S. Bayl