

THE STATE OF ALABAMA
SHELBY & JEFFERSON COUNTY

Shelby
1793

32-17-1E
ABSTRACT
6/27/78

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Three Hundred Dollars and other good and valuable consideration to the undersigned grantor Lessie M. Pitts and husband, Santford J. Pitts, in hand paid by John Allen Woodard, the receipt whereof is acknowledged, we the said Lessie M. Pitts and husband, Santford J. Pitts, do grant, bargain, sell and convey unto the said John Allen Woodard, the following described real estate, to-wit:

N 1/2 of N W 1/4 of Section 33, Township 17, Range 1 East, Shelby County, Alabama, Mineral and mining rights excepted.

Also the south 30 acres of the N E 1/4 of N E 1/4, Section 32 Township 17, Range 1 East, the north line of said 30 acres running parallel with the north line of the NE 1/4 of NE 1/4 of said Section 32; being situated in Shelby and Jefferson Counties, Alabama.

TO HAVE AND TO HOLD, To the said John Allen Woodard, his heirs and assigns forever. And we do, for ourselves and for our heirs, executors and administrators, covenant with the said John Allen Woodard, his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, that we have a good right to sell and convey the same to aforesaid; that we will and our heirs, executors, and administrators shall warrant and defend the same to the said John Allen Woodard, his heirs and assigns forever, against the lawful claims of all persons. In Witness whereof, we have hereunto set our hands and seals this 5th day of October, 1953.

19780629000083350 1/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

Lessie M. Pitts (Seal)
Santford J. Pitts (Seal)

THE STATE OF ALABAMA
SHELBY COUNTY

I, Karl C. Harrison, a Notary Public, in and for said County, in said State, hereby certify that Lessie M. Pitts and husband, Santford J. Pitts, whose names are signed on the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 5th day of October, A.D. 1953.

Karl C. Harrison
Notary Public for State of Ala. at law

Filed October 6, 1953 at 8 o'clock, and recorded in Deed Book 162 at page 464.

L.C. Walker

Judge of Probate

Albert L. Woodard Trustee
Albert L. Woodard Trustee
4416 Montevallo Rd. 1879-6546

WARRANTY DEED

Shelby County Printing & Publishing Co., Columbiana, Ala.

The State Of Alabama }
 Shelby & Jefferson County }



19780629000083350 2/25 \$.00
 Shelby Cnty Judge of Probate, AL
 06/29/1978 12:00:00 AM FILED/CERT

Know all men by these presents, That in consideration of
 Three Hundred Dollars and other good and valuable consideration DOLLARS
 to the undersigned grantor Lessie M. Pitts and husband, Santford J. Pitts
 in hand paid by John Allen Woodard

the receipt whereof is acknowledged we the said Lessie M. Pitts and
husband, Santford J. Pitts do grant, bargain, sell and convey unto the said
John Allen Woodard

the following described real estate situated in _____ County, Alabama, to-wit:

N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 33, Township 17, Range 1 East, Shelby County,
 Alabama. Mineral and mining rights excepted.

Also the south 30 acres of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 32, Township 17,
 Range 1 East, the north line of said 30 acres running parallel with
 the north line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 32; being situated in
 Shelby and Jefferson Counties, Alabama.

25 MAY 1978

BOOK

TO

Alameda County

The State of Alabama

County

Shelby

age of the Probate Court of said County, here-

certify that the foregoing conveyance was filed

registration in this office on the 6

of 1953, and was recorded

162 on the 8 day of

Feb, 1953

Given under my hand at office, this 21st

Shelby, 1953

Conrad M. Fowler

Judge of Probate

Word Fee \$



19780629000083350 3/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

I, Conrad M. Fowler, Judge of Probate,
Shelby County, Alabama do hereby
certify that this is a true and
correct copy of deed as shown on
record Book 162 at page 464.

Conrad M. Fowler
Conrad M. Fowler, Judge of Probate

335
25
BOOK

To have and to hold To the said John Allen Woodard

his

heirs and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said John Allen Woodard, his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all incumbrances; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said John Allen Woodard, his

heirs and assigns forever, against the lawful claims of all persons.

In witness whereof we have hereunto set our hand^s and seal, this 5th day of October, 1953.

WITNESSES:

/s/ Lessie M. Pitts (Seal)
Lessie M. Pitts
/s/ Santford J. Pitts (Seal)
Santford J. Pitts (Seal)
(Seal)



19780629000083350 4/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

BOOK 25 PAGE 930

The State Of Alabama }
Shelby County

I, Karl C. Harrison

a Notary Public in and for said County, in said State,
herby certify that Lessie M. Pitts and husband, Santford J. Pitts
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 this conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of October, A.D., 1953.

/s/ Karl C. Harrison
Notary Public for State of Alabama
at Large



19780629000083350 5/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

The State Of Alabama }
County

I,

a in and for said County, in said State, hereby certify that
subscribing witness to the foregoing conveyance, known
to me, appeared before me this day, and being sworn, stated that
the grantor voluntarily
executed the same in presence and in the presence of the other subscribing witness, on the day the
same bears date; that attested the same in the presence of the grantor, and of the other
witness, and that such other witness subscribed name as a witness in presence.

Given under my hand this the day of A. D., 19

The State Of Alabama }
County

I,

a in and for said County, in said State, hereby certify that on the
day of 19, came before me the within named
known to me (or made known to me) to be the wife of the
within named who, being examined separate
and apart from the husband touching her signature to the within acknowledged that she
signed the same of her own free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof I hereunto set my hand this day of
A.D., 19

QUITCLAIM DEED -- Lawyers Title Insurance Corp. -- Birmingham, Alabama

STATE OF ALABAMA, SHELBY COUNTY

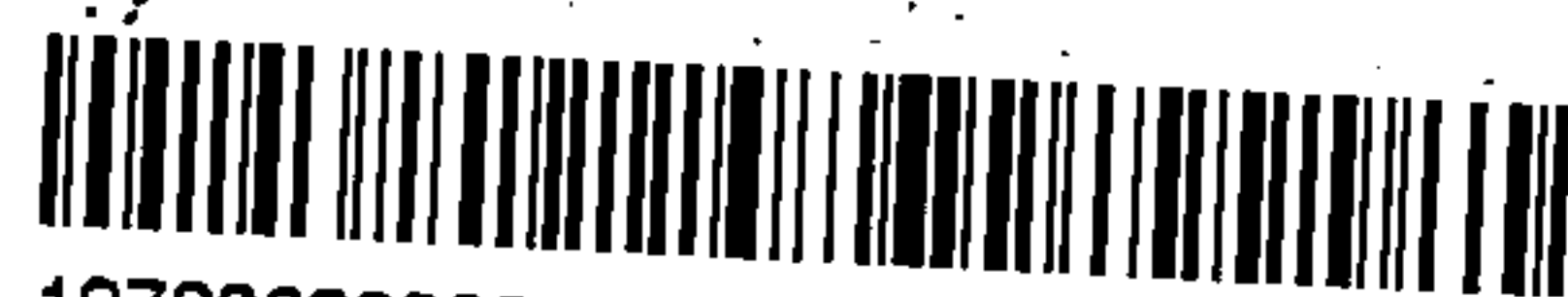
KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of ONE DOLLAR (\$1.00)

in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned Gerald Green and wife, Peggy Green

hereby remises, releases, quit claims, grants, sells, and conveys to J. Allen Woodard and wife, Pauline Woodard

(hereinafter called Grantee), all their right, title, interest and claim in or to the following described real estate, situated in Shelby County, Alabama, to-wit:

Begin NW-corner NW $\frac{1}{4}$ of NW $\frac{1}{4}$ N 80° 30' E 70.7 ft. to Dunnivant Road; 96° 30' right 199 ft. to Alabama Power line; N 73° E along power line 1010 ft.; S 26° E 13.5 ft. for beginning; N 79° 30' E 210 ft. to Dunnivant Road; N 26° W 210 ft; S 79° 30' W 210 ft.; S 26° E 210 ft. to beginning, being in Section 33, Township 17, Range 1 E.



19780629000083350 6/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

TO HAVE AND TO HOLD to said GRANTEE forever.

Given under our hands and seals, this 28 day of March 1968

Witnesses:

Gerald Green (SEAL)
Gerald Green
Peggy Green (SEAL)
Peggy Green (SEAL)
(SEAL)

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public

in and for said County, in said State, hereby certify that Gerald Green and wife, Peggy Green

whose names 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.

Given under my hand and official seal this 28 day of March 1968

Vernon N. Schmidt

Notary Public

Com. Expires Oct 11, 1968

25 PAGE 939 BOOK

To Have And To Hold the above gra... property unto the said Mortgagee, Mortg...s successors, heirs, and assigns for-
ever; 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 Mort-
gagee, 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 Mort-
gagee, 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 con-
veyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee 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 posses-
sion of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by pub-
lishing 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 neces-
sary 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

John A. Woodward

have hereunto set his signature and seal, this

3 day of December, 1963

John A. Woodward (SEAL)
John A. Woodward (SEAL)
..... (SEAL)
..... (SEAL)

19780629000083350 7/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

THE STATE of Ala }
COUNTY

I, *John A. Woodward*, a Notary Public in and for said County, in said State,
hereby certify that
whose name, *John A. Woodward* 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, *he* executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this *10* day of *Dec*, 19*63*
Notary Public.

THE STATE of Ala }
COUNTY

I, _____, a Notary Public in and for said County, in said State,
hereby certify that
whose name as _____ of _____
a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily.
for and as the act of said corporation.
Given under my hand and official seal, this the _____ day of _____, 19____,
Notary Public

Return to:
John A. Woodward
TO
John A. Woodward
12-3
MORTGAGE DEED

STATE OF ALA. TITLE INS. CO.
I CERTIFY THIS DEED
DATE FILED
MTG7000P659
Dec 17 10 17 AM '63
TAX
H. H. H. H. H.
H. H. H. H. H.
H. H. H. H. H.

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
TRUSTS
Birmingham, Alabama

MORTGAGE-- LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama
STATE OF ALABAMA

Jefferson

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

& Shelby

John A. Woodard and wife Pauline Woodward

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

of BIRMINGHAM, ALABAMA

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

(\$ 1086.48

), evidenced by REAL ESTATE MORTGAGE NOTE



19780629000083350 8/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

BOOK 25 PAGE 940

Paul 12/6/67
PWL

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,

John A. Woodard and wife Pauline Woodard

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in

Shelby and Jefferson

County, State of Alabama, to-wit:

$\frac{N\frac{1}{2}}$ of $NE\frac{1}{4}$ of Section 33, Township 17, Range 1 east, Shelby County, Alabama. Mineral and mining rights excepted.

also the south 30 acres of the $NE\frac{1}{4}$ of $NE\frac{1}{4}$, Section 32, Township 17, Range 1 East, the north line of said 30 acres running parallel with the north line of the $NE\frac{1}{4}$ of $NE\frac{1}{2}$ of said Section 32; being situated in Shelby and Jefferson Counties, Alabama

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 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 agree keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair a 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'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.

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 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.

IN WITNESS WHEREOF the undersigned

John A. Woodard and wife Pauline Woodard

have hereunto set their signature and seal, this 31 day of August, 1963



19780629000083350 9/25 \$..00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

(SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of

Jefferson COUNTY

I, L. G. York

, a Notary Public in and for said County, in said State, hereby certify that John A. Woodard and Wife Pauline Woodard

whose name 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of August, 1963

Notary Public.

THE STATE of

Jefferson COUNTY

I, L. G. York

, a Notary Public in and for said County, in said State, hereby certify that John A. Woodard and Wife Pauline Woodard

whose name as appears of Rt. 1 Box 384 Leeds, Alabama a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 31 day of August, 1963

Notary Public

Return to:

TO

MORTGAGE DEED

MIC6957P129

THIS FORM FROM

Lawyers Title Insurance Corporation

Title Guarantee Division

TITLE INSURANCE - ABSTRACTS

TRUSTS

Birmingham, Alabama

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

Jefferson
& Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
John A. Woodard and wife Pauline Woodard

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

BIRMINGHAM, ALABAMA.

of 2,148.76

(\$ 2,148.76

), evidenced by REAL ESTATE MORTGAGE NOTE

(hereinafter called "Mortgagee", whether one or more), in the sum
Dollars19780629000083350 10/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

RBR 12/6/67

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,

John A. Woodard and wife Pauline Woodard

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in
Shelby and Jefferson County, State of Alabama, to-wit: $\frac{1}{2}$ of $\frac{1}{4}$ of Section 33, Township 17, Range 1 east, Shelby County, Alabama. Mineral and mining rights excepted.Also the south 30 acres of the $\frac{1}{4}$ of $\frac{1}{4}$ of Section 32, Township 17, Range 1 East, the north line of said 30 acres running parallel with the North line of the $\frac{1}{4}$ of $\frac{1}{4}$ of Said Section 32; being situated in Shelby and Jefferson Counties, Alabama.

BOOK 25 PAGE 942

3275431
Office copy

ACQUITTANCE

To Whom it may concern : the undersigned parties do agree that when
the first mortgage be paid off on John A. Woodard's House the second
Mortgage held on by John A. Woodard , Against Les. Payne, Woodard
said second Mortgage will become void and of no effect.
And Property will be deeded back to John A woodard and wife.



19780629000083350 11/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

John A. Woodard
John A. Woodard
Alfred Lee Wayne Woodard

E. S. [Signature]
Notary Public

BOOK 25 PAGE 943



19780629000083350 12/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

NC : & CHATTEL MORTGAGE

12-5-63

Sta. J. & Co., Ala.

19

\$ 1086.48

Acct. No. ARE-187

ALUB RECEIVED, the undersigned, jointly and severally, promise to pay to the order of:

Guaranty Acceptance Corporation

the amount advanced of \$, together with the amount charged of \$
or the total indebtedness of 1086.48 Dollars

Payable at its said office in 18 equal successive ^{monthly} ~~semi-monthly~~ installments of \$ 60.36
and one (1) installment of \$

First installment is due on January 5, 19 64; Final payment of balance on June 5, 19 65

It is understood that, time being of the essence, if any one of said installments or any portion thereof shall become due and remain unpaid, then all the remaining unpaid installments shall, at the option of the holder, and without any demand or notice to the undersigned be considered as due and payable. The undersigned, whether makers, co-makers, endorsers, sureties or guarantors severally and jointly waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice to either of them of such extension and without releasing them from liability hereunder. The undersigned agree to pay all costs of collecting or attempting to collect this note, including a reasonable attorney's fee, and each expressly waives as to this debt all rights to claim personal property as exempt under the laws and Constitution of the State of Alabama or of any State in the United States.

In further consideration of the said indebtedness of the undersigned and for the purpose of securing the same, and any extension or renewal thereof and any advances which may be hereafter made to the undersigned, the undersigned, severally and jointly, does hereby grant, bargain, sell and convey to the said payee

Rt. 1 Box 384 Leeds, Alabama

of this note, the following personal property, now located at
together with:

That certain automobile, if any, described as follows:

MAKE	YEAR	BODY STYLE	MOTOR NO.	SERIAL NO.
Dodge	1956	1/2 ton PU	VT3342916	

Warranted free from all encumbrances and against any adverse claims. The holder shall have the right, during the life of this mortgage or at any time before the debt secured hereby is paid, to advance to undersigned any additional sum and such advances shall likewise be secured by this Mortgage. The undersigned covenant to insure said property at the cost and expense of the undersigned against loss by fire, theft, collision or conversion, with loss, if any, payable to the holder as its interest may appear and should the undersigned fail to procure such insurance, then the Mortgagee may, at its election, secure such insurance for its benefit, at the cost of the undersigned, but the holder shall not be obligated to do so, and the costs thereof shall be secured hereby. The holder hereof is authorized to make settlement of any claims for any loss which may be incurred under any such insurance policies and to receive and collect any monies which may become due and payable under the same and apply the proceeds thereof toward the payment of the indebtedness secured hereby; and the holder is hereby further authorized to execute in the name and as attorney-in-fact for the undersigned such instruments as may be necessary in connection with the filing of claims, proofs of loss, release, or any other instrument necessary to collect, settle or adjust any such claim, without liability to the undersigned for any alleged inadequacy of the settlement and adjustment.

Upon condition, however, that if the undersigned pay said indebtedness and shall do and perform all of the acts herein agreed to be done, this conveyance shall be void; otherwise to remain in full force and effect; but if the undersigned shall fail to pay said indebtedness or any installment thereof, or, in the event of the sale or offer for sale of any part of the foregoing described property, or, should this mortgage cover furniture, the removal or attempt to remove such property from the above described premises without the written consent of the holder, or, should this mortgage cover an automobile, the removal or attempt to remove such automobile from said County without the written consent of the holder, or, in the event of the filing of a petition in bankruptcy or debtor's petition by or against any of the undersigned, or, upon the breach by the undersigned of any of the terms and provisions of this mortgage, or, in the event the holder hereof shall for any reason deem itself insecure, then in either of said events, the whole of said indebtedness shall at once become due and payable, without notice, and the holder hereof, or its assigns, shall have the right to immediately take possession of all or any part of the above described property and sell the same, with or without legal procedure, without notice, either at public or private sale, and at such place as the holder hereof may elect, with or without having the property at the place of sale, and the holder hereof shall have the right to purchase at said sale. The proceeds of said sale shall be applied, first to the expense of advertising, selling said property, including a reasonable attorney's fee, second, to the payment of the indebtedness hereby secured, together with interest thereon, including any amount which may have been expended by the holder for taxes, insurance, or in satisfaction of any prior encumbrance, and, third, the balance, if any, to be turned over to the undersigned; and, in case of a deficiency, the undersigned agree to pay such deficiency.

Upon condition, however, that if the undersigned pay said debt as evidenced by the undersigned's certain promissory note and chattel mortgage of even date herewith, according to the terms and conditions thereof, then said mortgage shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto placed their hands and seals on the day, month and year first above set out.

WITNESSES:

Name of person making loan

Name and Signature of borrower

(L. S.)

(L. S.)

The State of Alabama

Jefferson County

Know All Men By These Presents, That whereas the undersigned

John A. Woodard and wife Pauline Woodard

justly indebted to Guaranty Acceptance Corp.

(hereinafter called Mortgagee)

in the sum of 1,007.82 Dollars

evidenced by 1. promissory note

18 @ 55.99

19780629000083350 13/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

and whereas the said Guaranty Acceptance Corp.
desirous of securing 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, they the said John A. Woodard and wife Pauline Woodard

do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property
situated in Shelby and Jefferson County, State of Alabama, to-wit:

N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 33, Township 17, Range 1 East, Shelby County,
Alabama. Mineral and mining rights excepted.
Also the south 30 acres of the NE $\frac{1}{4}$ of NE $\frac{1}{8}$ $\frac{1}{4}$, Section 32, Township 17,
Range 1 East, the north line of said 30 acres running parallel with
the north line of the NE $\frac{1}{4}$ of NE $\frac{1}{8}$ of said Section 32; being situated in
Shelby and Jefferson Counties, Alabama.

25 PAGE 945

BOOK

said property is warranted free from all incumbrances and against any adverse claims.

to take and to hold the above premises unto the said Mortgagee, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the under- and 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 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.

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 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 at Birmingham, 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, in Birmingham, Ala., 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

have hereunto set their signature and seal, this 30 day of 11, 1962

Witnesses:

[Signature]

[Signature] (SEAL)

[Signature] (SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama

Jefferson & Shelby

County.

I, L. G. York

a Notary Public in and for said County, in

hereby certify that John A. Woodard and wife Pauline Woodard

whose name 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

30

day of

11

1962

Notary Public.



19780629000083350 14/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

TO

MORTGAGE DEED

MTG6845P673

DEC 12 1962

THIS FORM FROM

TITLE GUARANTEE & TRUST CO.

TITLE INSURANCE - ABSTRACTS

TRUSTS

Birmingham, Alabama

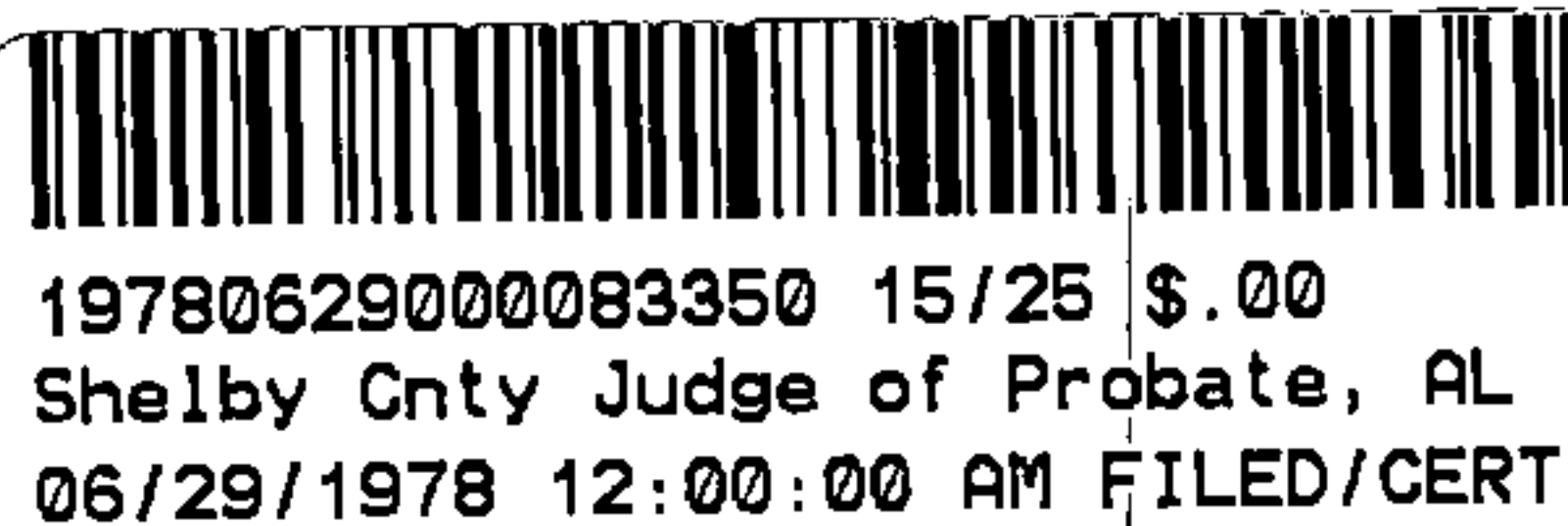
700 1200 CITY NATIONAL BANK BUILDING
BIRMINGHAM, ALABAMA 35203
328.9692

December 29, 1976

SALES CLOSING STATEMENT

SELLERS: John Allen Woodard and Pauline Woodard
PURCHASERS: Albert Lewayne Woodard and Gloria June Woodard
PROPERTY: Acreage in Jefferson and Shelby Counties, Alabama
AGENT: None

PURCHASE PRICE
LESS LOAN AMOUNT
TOTAL DOWN PAYMENT
LESS EARNEST MONEY
BALANCE DOWN PAYMENT



\$ 125,100.00
125,000.00
\$ 100.00
100.00
\$ - 0 -

PURCHASERS' EXPENSES

Loan Expense \$
Title Insurance
Attorney's Fee 500.00
Insurance
Recording Fee 214.00
MGIC or IMIC
Escrow - Taxes & Insurance
Survey

Total Expenses \$ 714.00 \$ 714.00

PURCHASERS' CREDITS

Proration of Taxes \$
Title Insurance
Closing Costs

Total Credits \$ - 0 -

NET PURCHASERS' EXPENSES \$ 714.00

NET CASH DUE FROM PURCHASERS \$ 714.00

SALES PRICE

\$125,100.00

SELLERS' EXPENSES

Mortgage Payoff \$ 125,000.00
Sales Commission
Attorney's Fee
Proration of Taxes
Title Insurance
Discount
Escrow
Earnest Money 100.00
Total Sellers' Expenses \$ 125,100.00

NET CASH DUE SELLERS

\$125,100.00
\$ - 0 -

DISBURSABLE FUNDS

Net Cash Due from Purchaser \$ 714.00
Net Loan Proceeds

Total Disbursable Funds \$ 714.00

Less Cash of Purchaser to Seller \$ 714.00

Balance of Disbursable Funds \$ 714.00

BALANCE OF DISBURSABLE FUNDS PAID AS FOLLOWS:

Sales Commission \$ 500.00
Attorney's Fee 214.00
Net Proceeds Due Seller
Discount: Recording Fee
Termite Bond

Total

\$ 714.00

THE ABOVE SETTLEMENT IS HEREBY APPROVED AND ACKNOWLEDGED:

Albert Lewayne Woodard
Purchaser

John Allen Woodard
Seller

Gloria June Woodard
Purchaser

Pauline Woodard
Seller

BOOK 25 PAGE 947

REAL ESTATE MORTGAGE NOTE

\$125,000.00



19780629000083350 16/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

Birmingham, Alabama
December 29, 1976

The undersigned, for value received, promise to pay to the order of John Allen Woodard and wife, Pauline Woodard the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), together with interest upon the unpaid portion thereof from date at the rate of six and three-fourths percent (6-3/4%) per annum in yearly installments as follows, to-wit: December 29, 1977 - \$41,562.50 principal, plus \$8,437.50 interest, totaling \$50,000.00; December 29, 1978 - \$4,367.97 principal, plus \$5,632.03 interest, totaling - \$10,000.00; December 29, 1979 - \$24,662.81 principal, plus \$5,337.19 interest, totaling \$30,000.00; December 29, 1980 - \$26,327.55 principal, plus \$3,672.45 interest, totaling \$30,000.00; December 29, 1981 - \$29,079.17 principal, plus \$1,895.34 interest, totaling \$29,974.51. Said payments are payable at Birmingham, Alabama, or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at eight percent (8%) per annum after maturity.

This note is secured by mortgage on real estate, executed to the payees herein. In the event of default under the terms of the said mortgage, or in the event any installment shall remain unpaid for as much as two (2) days after the same becomes due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

This note is given pursuant to the terms and conditions in a sales contract and option to purchase real property executed prior to the execution of this note on same date and reference is made in this note to the terms and conditions of the sales contract and the mortgage recited herein for clarification should any questions arise concerning the terms and conditions of the transaction. In the event there is a conflict between any of the terms and conditions of the note, mortgage and real estate contract, the terms and conditions of the real estate contract shall control.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

This note may not be prepaid except that any total payment due during a calendar year may be paid any time during that calendar year, but said total payment due shall not be reduced and any difference between principal reduction and interest, and the total payment due as set out hereinabove, shall be deemed a penalty for said prepayment of said annual installment.

This note is given, executed and delivered under the seal of the undersigned.

Albert Lewayne Woodard

Gloria Jane Woodard

BOOK
25 PAGE 948

December 29, 1976

Exhibit "A"

SALES CONTRACT AND OPTION TO PURCHASE REAL PROPERTY

The undersigned Purchasers, Albert Lewayne Woodard and wife, Gloria June Woodard, hereinafter for convenience called "Purchasers", hereby agree to purchase, and the undersigned Sellers, John Allen Woodard and wife, Pauline Woodard, hereinafter for convenience called "Sellers", hereby agree to sell the following described real property situated in Jefferson and Shelby Counties, Alabama, on the terms stated below:

North Half of the NW-1/4 of Section 33, Township 17 South, Range 1 East, Shelby County, Alabama.
Mineral and mining rights excepted.

Also the South 30 acres of the NE-1/4 of the NE-1/4 of Section 32, Township 17 South, Range 1 East, the North line of said 30 acres running parallel with the North line of the NE-1/4 of the NE-1/4 of said Section 32; being situated in Shelby and Jefferson Counties, Alabama.

The purchase price shall be \$125,100.00, payable as follows:

Earnest money, receipt of which is hereby acknowledged by the Sellers	\$ 100.00
Promissory note and purchase money mortgage	<u>125,000.00</u>
Total	\$125,100.00

The promissory note and purchase money first mortgage shall bear interest at the rate of 6-3/4% interest per annum, simple interest, from date of closing until paid. The note shall be payable as follows: \$41,562.50 principal, plus \$8,437.50 interest, totaling \$50,000.00 due December 29, 1977; \$4,367.97 principal, plus \$5,632.03 interest, totaling \$10,000.00 due December 29, 1978; \$24,662.81 principal, plus \$5,337.19 interest, totaling - \$30,000.00 due December 29, 1979; \$26,327.55 principal, plus \$3,672.45 interest, totaling \$30,000.00 due December 29, 1980; and \$28,079.17 principal, plus \$1,895.34 interest, totaling \$29,974.51 due December 29, 1981. No principal or interest payment may be made in any year before the year due, but a principal and interest payment due in any year can be made prior to December 29, with the payment of a penalty totaling any interest that would accrue if the payment was not prepaid.



19780629000083350 17/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

25 PAGE 949

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BOOK 301 PAGE 100



19780629000083350 18/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

It is further agreed that upon payment of the installment due December 29, 1977, Sellers will release from the purchase money first mortgage the following described real property:

X
That portion of the real property lying South and West of the extreme South and West boundaries of Alabama Highway 25 in the NE-1/4 of the NE-1/4 of Section 32, Township 17 South, Range 1 East, and all real property located South of Alabama Highway 25 in the North Half of the NW-1/4 of the NW-1/4 of Section 32, Township 17 South, Range 1 East, less and except that portion of real property that lies Southeast of Alabama Highway 25 in the SE-1/4 of the NW-1/4 of the NW-1/4 of Section 32, Township 17 South, Range 1 East, all in Shelby County, Alabama.

BOOK 25 PAGE 950
Upon payment of the installment due December 29, 1978, and the installment due December 29, 1979, the Sellers agree to release the following described real property:

The South 30 acres of the NE-1/4 of the NW-1/4 of Section 33, Township 17 South, Range 1 East, in Shelby County, Alabama.

BOOK 361 PAGE 101
Upon payment of the installment due December 29, 1980, Sellers agree to release the following described real property:

All the real property located North of Alabama Highway 25 in the North Half of the NW-1/4 of the NW-1/4 of Section 33, Township 17 South, Range 1 East, in Shelby County, Alabama, and that portion of the real property located Northeast of the curve of Alabama Highway 25 in the NE-1/4 of the NE-1/4 of the NE-1/4 of Section 32, Township 17 South, Range 1 East, which is conveyed by Sellers to Purchasers, located in Jefferson County, Alabama.

Upon payment of the installment due December 29, 1981, Sellers agree to release from the purchase money mortgage the balance of the property set out in this sales contract.

The Sellers further agree to release the property made the subject of the first mortgage in advance of the release schedules set out hereinabove upon proper substitution of collateral in the form of cash with Daniel M. Spitler as a third party escrow agent. If collateral is substituted, the total payments due on the dates set out hereinabove shall be paid by Daniel M. Spitler as escrow agent. It shall be the responsibility of Daniel M. Spitler to deposit the money paid for substitution of collateral in a federally insured checking or savings account and to make the

payments to the Sellers or assigns as specified in the note to be given by Purchasers to Sellers set out herein. Said escrow agent, Daniel M. Spitler, shall have the normal fiduciary responsibilities to the parties and to establish the account in a federally insured bank. If, in the event Daniel M. Spitler is unqualified to become escrow agent, the parties hereto agree to substitute another third party or financial institution as escrow agent, to comply with the terms and conditions of this substitution of collateral escrow agreement, as may be required under the installment sale provisions of the Internal Revenue Code and other applicable rules, regulations and statutes in order to accomplish the purposes of the parties as set out herein.

The Purchasers shall have the right to cut the timber, move the houses, except the house occupied by the Sellers located on this property, to have engineering work done, construct lakes, roads and do other necessary or desirable improvements on the property at any time.

It is further agreed that Sellers shall have the right to continue to occupy the house which they are presently occupying until the real property upon which the house is situated shall be released to the Purchasers under the mandatory partial releases and/or substitution of collateral release as set out herein.

The \$100.00 set out hereinabove as earnest money and as applying toward the purchase price of the property is also intended by the parties hereto as payment for an option to purchase the Sellers' interest in certain property located in Shelby County and maybe Jefferson County, Alabama, more particularly described as follows, to-wit:

The NE-1/4 of the NE-1/4, Section 32, Township 17 South, Range 1 East, less and except the South 30 acres of said 1/4-1/4 section, the North line of said excepted 30 acres running parallel with the North line of hthe NE-1/4 of the NE-1/4 of said Section 32.

This option is to run through December 29, 1978, and may be exercised by payment of \$1,500.00 by persons designated as Purchasers herein, or assigns, to persons designated as Sellers herein at any time on or before said December 29, 1978. Upon exercise of the option, Sellers agree to



19780629000083350 19/25 \$ 00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

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BOOK

give to Purchasers a quit claim deed and also to execute any affidavits or other documents necessary to perfect or establish title rights in this property.

There shall be no proration of taxes upon delivery of the deed and it is further agreed that all expenses of the sale, preparation of release as required in this sales contract and mortgage, and all other expenses and incidents of the sale shall be the responsibility of the Purchasers.

It is further understood that Purchasers will obtain a title insurance policy issued by a company qualified to insure titles in Alabama in the amount of the purchase price, insuring Purchasers against loss on account of any defect or encumbrance in title, unless herein excepted, and in the event the title insurance does not show a good and merchantable title, free of encumbrances, unless herein excepted, then, and in said event, Purchasers and Sellers agree that Purchasers may void the purchase money first mortgage and promissory note given as set out herein upon execution of a deed to the property, free and clear of all additional encumbrances to the Sellers herein. It is further agreed that the following exceptions set out in this sales contract constitute exceptions and shall not be objectionable to the Purchasers: Alabama Highway 25, Alabama Power Company transmission lines, a railroad and railroad tunnel known as the Central of Georgia Railroad and the Central of Georgia Oak Mountain Tunnel, mineral and mining rights not owned by the Sellers and zoning ordinances pertaining to said property. The sale shall be closed and deed delivered immediately upon the execution of this sales contract.

There is no sales commission in this transaction.

Sellers agree to convey to Purchasers the said property by general warranty deed, free of all encumbrances, except as set out herein, and Sellers agree that any encumbrances not herein excepted will be cleared upon discovery.

Unless excepted herein, sellers warrant that they have not received any notification from any governmental agency of any pending public improvements, of requiring any repairs, replacements, alterations to said

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BOOK

premises that have not been satisfactorily made, which warranty shall survive the delivery of the above deed.

This contract and option to purchase real property states the entire agreement between the parties and merges in this agreement all statements, representations and covenants heretofore made and is binding on the heirs, assigns, devisees and trustees of the parties hereto, and any other agreements not incorporated herein are void and of no force and effect.

Done this 29th day of December, 1976.

19780629000083350 21/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

Albert Lewayne Woodard
Purchaser - Albert Lewayne Woodard
Gloria June Woodard
Purchaser - Gloria June Woodard
John Allen Woodard
Seller - John Allen Woodard
Pauline Woodard
Seller - Pauline Woodard

Receipt is hereby acknowledged
of the earnest money as herein-
above set forth.

John Allen Woodard

STATE OF ALABAMA)
JEFFERSON COUNTY)

STATE OF ALA. SHELBY CO.
NOTARY PUBLIC
INSTRUMENT WAS FILED
1976 DEC 30 PM 3:27
M474X 18750
Cons. P. 18750
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Albert Lewayne Woodard and wife, Gloria June Woodard and John Allen Woodard and wife, Pauline Woodard, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of December, 1976.

James M. Spivey
Notary Public

NAME: Daniel M. Spitler, Attorney
700 City National Bank Building
 ADDRESS: Birmingham, Alabama 35203

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

JEFFERSON

COUNTY



19780629000083350 22/25 \$.00
 Shelby Cnty Judge of Probate, AL
 06/29/1978 12:00:00 AM FILED/CERT

See Mtg 3
 Know All Men By These Presents, that whereas the undersigned Albert Lewayne Woodard and wife, Gloria June Woodard, are justly indebted to John Allen Woodard and wife, Pauline Woodard

in the sum of One Hundred Twenty-Five Thousand and No/100-----DOLLARS

evidenced by one promissory note of even date herewith, according to the terms and conditions of said note,

and whereas it is desired 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, Albert Lewayne Woodard and wife, Gloria June Woodard

do, ~~expressly~~ hereby grant, bargain, sell and convey unto the said John Allen Woodard and wife, Pauline Woodard (hereinafter called Mortgagee) the following described real property situated in Jefferson and Shelby

Counties, ~~County~~, Alabama, to-wit:

North Half of the NW-1/4 of Section 33, Township 17 South, Range 1 East, Shelby County, Alabama. Mineral and mining rights excepted.

Also the South 30 acres of the NE-1/4 of the NE-1/4, Section 32, Township 17 South, Range 1 East, the North line of said 30 acres running parallel with the North line of the NE-1/4 of the NE-1/4 of said Section 32; being situated in Shelby and Jefferson Counties, Alabama.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

This mortgage is subject to the prepayment restrictions of the promissory note given simultaneously herewith and release clauses and allowance of substitution of collateral as set out in the sales contract executed on even date herewith, which said sales contract is attached hereto as Exhibit "A" and incorporated as fully as if set out herein.

Said property is warranted free from all incumbrances 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 of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be 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 policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for 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 if 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 the 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 incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of 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 expended in paying insurance, taxes, or other incumbrances, with interest there-

on; 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 said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such 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 a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein 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 the 29th day of December, 1976.

WITNESSES:



19780629000083350 23/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

Albert Lewayne Woodard (Seal)
Albert Lewayne Woodard

Gloria June Woodard (Seal)
Gloria June Woodard

_____(Seal)

_____(Seal)

STATE OF ALABAMA

JEFFERSON County

General Acknowledgement

I, the undersigned, _____, a Notary Public in and for said County in said State,
hereby certify that Albert Lewayne Woodard and wife, Gloria June Woodard
whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being in-
formed 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 29th day of December, 1976.
James O. Spivey Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

I, _____, a Notary Public in and for said County, in
said State, hereby certify that
whose name as _____ President of
corporation, 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, he, as such officer and with full authority, executed
the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 19____

Notary Public

TO

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

THIS INSTRUMENT PREPARED BY:
Daniel M. Spitler, Attorney
700 City National Bank Building
Birmingham, Alabama 35203

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR ALABAMA TITLE CO., INC.

State of Alabama

JEFFERSON COUNTY

Know All Men By These Presents,

One Hundred

That in consideration of One Hundred Twenty-Five Thousand and No/100-----DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged we,
John Allen Woodard and wife, Pauline Woodard

(herein referred to as grantors) do grant, bargain, sell and convey unto

Albert Lewayne Woodard and wife, Gloria June Woodard

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Jefferson and Shelby Counties XXXXX Alabama to-wit:

North Half of the NW-1/4 of Section 33, Township 17 South, Range 1 East, Shelby County, Alabama. Mineral and mining rights excepted.

Also the South 30 acres of the NE-1/4 of the NE-1/4, Section 32, Township 17 South, Range 1 East, the North line of said 30 acres running parallel with the North line of the NE-1/4 of the NE-1/4 of said Section 32; being situated in Shelby and Jefferson Counties, Alabama.

\$125,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

The grantor herein, John Allen Woodard, is one and the same person as the grantee, J. Allen Woodard, in that certain deed given by Gerald Green and wife, Peggy Green to J. Allen Woodard and wife, Pauline Woodard, dated January 2, 1969, and recorded in Deed Book 256, Page 202, in the Probate Office of Shelby County, Alabama.



19780629000083350 24/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

TO HAVE AND TO HOLD, to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances:

that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand and seal, this 29th day of December, 1976.

WITNESS:

State of ALABAMA

JEFFERSON

COUNTY

General Acknowledgement

I, the undersigned, hereby certify that John Allen Woodard and wife, Pauline Woodard, whose names 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.

Given under my hand and official seal this 29th day of December A. D., 1976.

RETURN TO

Albert Lewaype Woodard

4416 Montevillo, R.O.

B'hary, ATO

35213

WARRANTY DEED

JOINTLY FOR LIFE WITH REMAINDER
TO SURVIVOR



19780629000083350 25/25 \$.00
Shelby Cnty Judge of Probate, AL
06/29/1978 12:00:00 AM FILED/CERT

50
150
100
3.20

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1978 JUN 29 PM 2:03

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

THIS FORM FURNISHED BY

ALABAMA TITLE COMPANY, INC.

615 No. 21st Street Birmingham, Ala.

B-3091