19800922000106410 1/2 $.00
Shelby Cnty Judge of Probate,AL
09/22/1980 12:00:00AM FILED/CERT

This instrument was prepared by

(Name) Courtney H. Mason, Jr., Attorney at Law 875-

(Address) P. O. Box 1007, Alabaster, Alabama 35007

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CURTIS BISHOP AND WIFE, REBECCA JEAN BISHOP AND
JOHNNY L. BISHOP AND WIFE, VERLA H. BISHOP

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

CAHABA LAND & TIMBER COMPANY, INC.

(hereinafter called "Mortgagee", whether one or more), in the sum of NINETEEN THOUSAND AND NO/100 ---------- Dollars ($ 19,000.00), evidenced by PROMISSORY NOTE OF EVEN DATE.

All payments on this Note are to be made payable to "Citizens Bank & Trust Company Escrow Agent," until written notice from said Bank.

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,

CURTIS BISHOP AND WIFE, REBECCA JEAN BISHOP AND
JOHNNY L. BISHOP AND WIFE, VERLA H. BISHOP

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 S.W. Corner of the Southwest Quarter of the Northwest Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama, thence run Easterly along the South Line of said Quarter-Quarter 563.14 feet to a point on the West right of way line of Shelby County Highway No. 17, thence 85 degrees 30 minutes left and run Northeasterly 60.19 feet to the point of beginning of the property being described, thence continue Northeasterly along said right of way line along a curve to the right having a central angle of 14 deg. 17 min. 38 sec. and a radius of 1,146.94 feet an arc distance of 286.13 feet to the P. T. of said curve, thence continue along a tangent of said right of way 119.98 feet to a point, thence 110 deg. 06 min. left and run Westerly parallel with the South line of said Quarter-Quarter 824.40 feet to a point on the East right of way line of the L & N Railroad right of way, thence 137 deg. 40 min. left and run Southeasterly along said right of way line 580.30 feet to a point, thence 42 deg. 20 min. left and run Easterly 295.43 feet to the point of beginning, containing 5.0 acres and subject to all agreements, easements, restriction and limitations of record.

This is a purchase money mortgage.

BOOK 406 PAGE 78

See Release Misc. Bk. 44 pg. 169 (3/1/82)

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To Have And [illegible] ld the above granted property unto the [illegible] lortgagee, Mortgagee's successors, heir[illegible] 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 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 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.

IN WITNESS WHEREOF the undersigned

CURTIS BISHOP AND WIFE, REBECCA JEAN BISHOP
JOHNNY L. BISHOP AND WIFE, VERLA H. BISHOP

have hereunto set our signatures and seal, this 18th day of September, 1980.

Johnny L. Bishop SEAL	Curtis Bishop (SEAL)
JOHNNY L. BISHOP	CURTIS BISHOP
	(SEAL)
Verla H. Bishop SEAL	Rebecca Bishop (SEAL)
VERLA H. BISHOP	REBECCA JEAN BISHOP
	(SEAL)

BOOK 406 PAGE 79

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CURTIS BISHOP AND WIFE, REBECCA JEAN BISHOP AND, JOHNNY L. BISHOP AND VERLA H. BISHOP 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.

Given under my hand and official seal this 18th day of September, 1980

Judith Gulliver Notary Public.

THE STATE of
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

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1980 SEP 22 PM 12: 44
JUDGE OF PROBATE

Mtg. 28.50
Rec. 2.00
Cert. 1.00
33.50

Return to:

TO

MORTGAGE DEED

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