

Harrison, Will, Harrison & Justice  
(Name) Attorneys at Law  
P.O. Box 557  
(Address) Columbiana, Alabama 35051



**Jefferson Land Title Services Co., Inc.**  
318 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8020  
BIRMINGHAM, ALABAMA 35201  
AGENTS FOR  
*Mississippi Valley Title Insurance Company*

MORTGAGE--

703

STATE OF ALABAMA

SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Samuel G. Horton and wife, Doris J. Horton

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

Wesley A. Thigpen and/or Willette B. Thigpen

  
19810122000008220 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
01/22/1981 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Two Thousand Five Hundred and no/100----- Dollars  
(\$2,500.00 plus interest), evidenced by one promissory note of this date, payable in monthly  
installments of \$51.30 each for five (5) years beginning on March 1, 1981.

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,  
Samuel G. Horton and wife, Doris J. Horton

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:

Lot 2, Block E, Riverview Subdivision, map of which is recorded in Map  
Book 4, Page 63, in the Probate Office of Shelby County, Alabama, situated  
in the  $\frac{1}{2}$  of Section 18, Township 21, Range 2 East, Shelby County, Alabama.

Subject to easements, restrictions and rights-of-way of record.

Said property is warranted free from all incumbrances and against any adverse claims, except as hereinabove.

I, have and do hereby declare, that I am the owner of the property described in the accompanying Deed, and that I do hereby mortgage the same to the undersigned, for the sum of \$1,000.00, the principal to be paid to the undersigned, or his assigns, at said Morte, or for taxes, at a rate not exceeding 10% per annum, and interest to be deducted quarterly, secured, and shall be paid by the Mortgagor, and bear interest from the date of payment of the principal amount, or unpaid, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays off in advance, and rehabilitate, and pay all expenses for any amounts, Mortgagors may have expended for taxes, assessments, and insurance, and that the same be certified to be null and void; but should default be made in the payment of any amount, principal, interest, taxes, assessments, or should said indebtedness hereby secured, or any part thereof, or the interest therein, remain unpaid, or mature, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the non-payment 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 foreclose, 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 lot, or parcels, or en masse to Mortgagee, agents or assigns, or 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

Samuel G. Horton and wife, Doris J. Horton

have hereunto set our signatures and seal, this 8th day of January, 1981.

*Samuel G. Horton* (SEAL)

*REC'D*  
*7-15 TAX 3.75*  
*3.00*  
*1.00 - CERTIFY THIS*  
*7.75*

*STATE OF ALABAMA, SHELBY COUNTY*

*CERTIFY THIS*

*Doris J. Horton* (SEAL)

*REC'D JAN 22 1981*

THE STATE of ALABAMA  
SHELBY COUNTY }

*R. Johnson, Jr.*

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that

Samuel G. Horton and wife, Doris J. Horton

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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of January, 1981.

THE STATE of ALABAMA  
SHELBY COUNTY }

I,

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

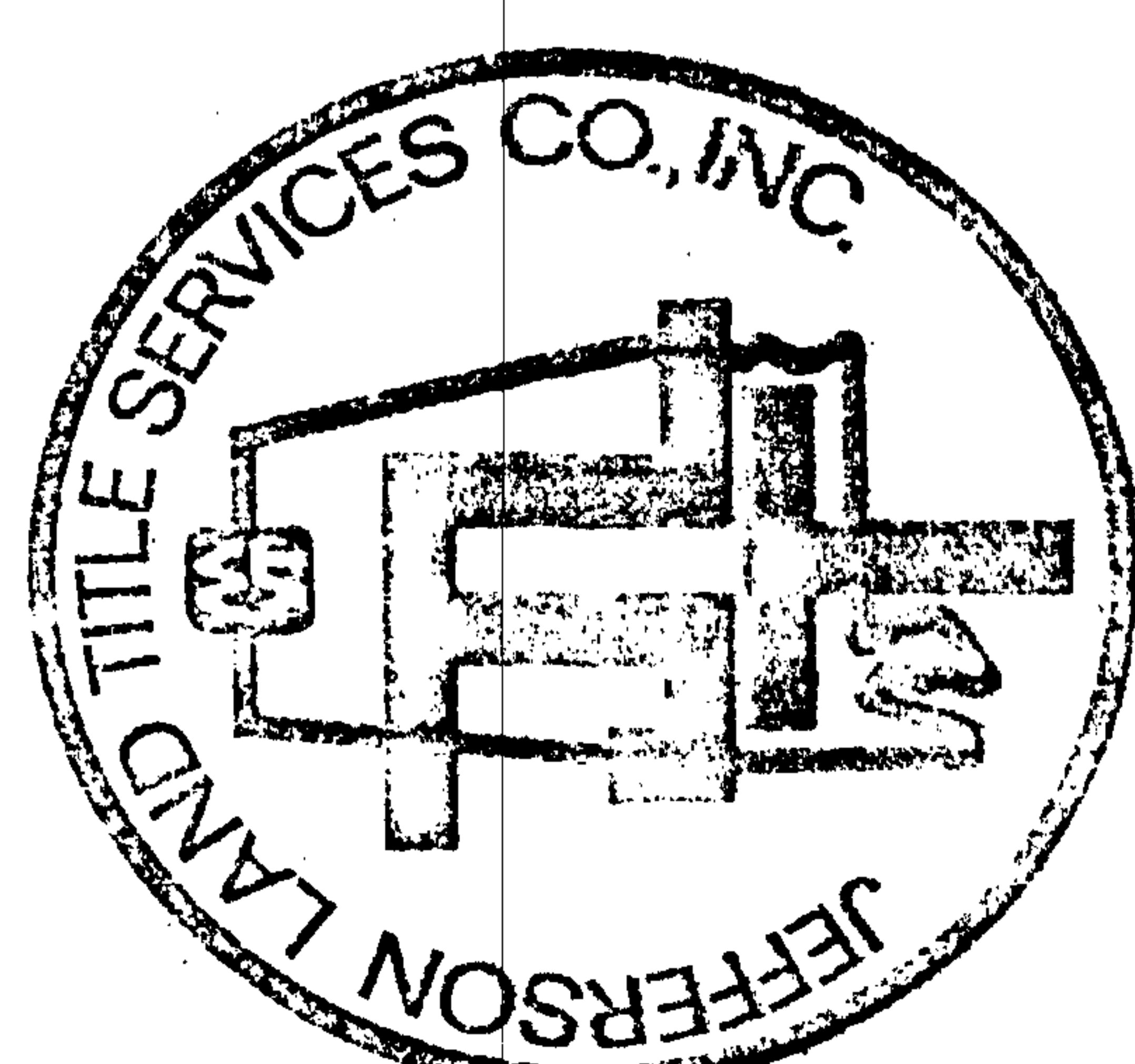
day of

, 19

Notary Public

TO

MORTGAGE DEED



Recording Fee \$  
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.  
10 North 6th Street • PHONE (205) 226-8070  
BIRMINGHAM, ALABAMA 35201  
AGENTS: CO.

Jefferson Land Title Services Company  
10 North 6th Street • PHONE (205) 226-8070  
BIRMINGHAM, ALABAMA 35201  
AGENTS: CO.

turn to: