

This instrument prepared by

(Name) Joseph E. Walden - Attorney

(Address) P.O. Box 355, Columbiana, AL



Jefferson Land Title Services Co., Inc.

316 21ST NORTH • P.O. BOX 10481 • PHONE (205) 326-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA

SHELBY COUNTY }

957
KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Rebecca Louise Barnes

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Cecil J. Abbott



19810327000033460 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
03/27/1981 00:00:00 FILED/CERTIFIED

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

of Six hundred and 00/100
(\$ 600.00), evidenced by

Real Estate Mortgage Note of even date signed by
Mortgagor, Rebecca Louise Barnes and Mortgagee, Cecil J. Abbott.

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, Rebecca Louise Barnes

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 Northwest corner of the NE1/4 of the SW1/4, Section 10, Township 21 South, Range 1 East; thence run South along the West of said quarter-quarter section a distance of 833.89 feet; thence turn an angle of 91 deg. 00 min. 51 sec. to the left and run a distance of 702.93 feet to the point of beginning; thence continue along the South line of said quarter-quarter section a distance of 343.80 feet to the Northwest of County Highway No. 7; thence turn an angle of 60 deg. 23 min. 23 sec. to the left and run a distance of 191.00 feet; thence turn an angle of 108 deg. 46 min. 40 sec. to the left and run a distance of 312.88 feet; thence turn an angle of 70 deg. 37 min. 57 sec to the left and run a distance of 260.17 feet to the point of beginning. Situated in the Northeast Quarter of the Southwest Quarter, Section 10, Township 21 South, Range 1 East, Shelby County, Alabama, and containing 1.54 acres.

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

BOOK 410 PAGE 974

See Full Satisfaction Note, Bk. 42 pg 12 (9/2/81)

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 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 expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, which debt 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

have hereunto set *Given* signature *S* and seal, this

28 day of February, 1981

Rebecca L. Barnes (SEAL)

Carol A. Allott (SEAL)

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

1981 MAR 27 AM 10:31

Mtg Tax .90

Dec 3.00

Ind 1.00

4.90

19810327000033460 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
03/27/1981 00:00:00 FILED/CERTIFIED

THE STATE of

Shelby

COUNTY

I,

hereby certify that

Rebecca L. Barnes

, a Notary Public in and for said County, in said State,

whose name signed to the foregoing conveyance, and who

that being informed of the contents of the conveyance

Given under my hand and official seal this

28th

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

day of

February

1981

Carol A. Allott Notary Public.

THE STATE of

Shelby

COUNTY

I,

hereby certify that

Carol A. Allott

, a Notary Public in and for said County, in said State,

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

28th

day of

February

1981

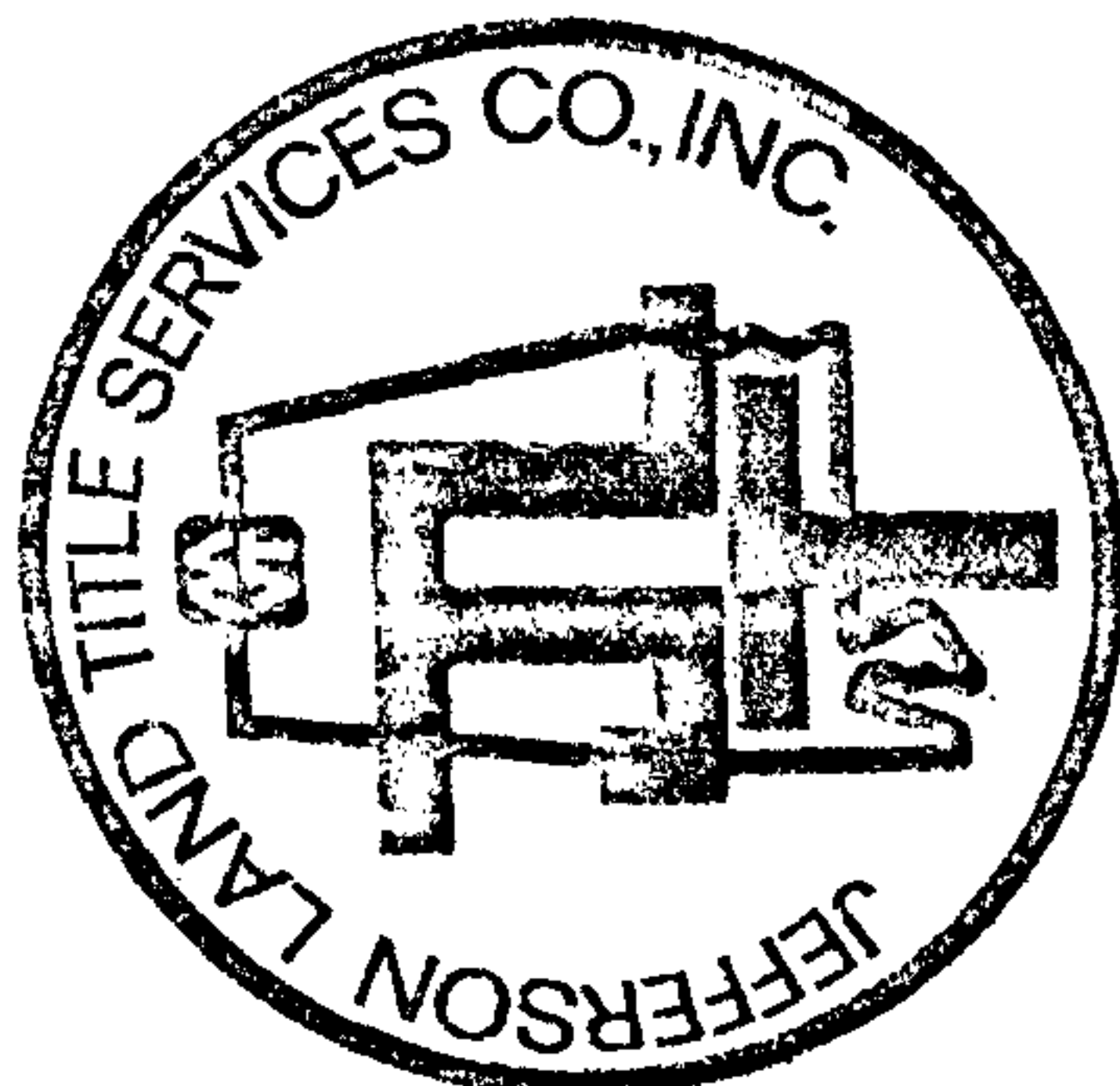
Carol A. Allott Notary Public

My Commission Expires July 12, 1983

Return to:

TO

MORTGAGE DEED



Recording Fee \$

Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.

2151 NORTH 6 P.O. BOX 12481 BIRMINGHAM, ALABAMA 35201

AGENTS FOR