

(Name) WALLACE, ELLIS, HEAD & FOWLER

1133

(Address) COLUMBIANA, ALABAMA 35051



19810401000035520 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
04/01/1981 00:00:00 FILED/CERTIFIED

Form 1-1-72 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Henry O. Bottoms and wife, Brenda J. Bottoms

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

Carl B. Nichols and Mary Nichols

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

of Twenty-seven thousand eight hundred forty three and 73/100----- Dollars
(\$ 27,843.73), evidenced by promissory note of this date bearing interest at the rate of
12% per annum, payable at the rate of \$334.19 per month for fifteen years, the first
payment being due on the 1st day of May, 1981, and monthly thereafter
until said sum is paid in full.

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,

Henry O. Bottoms and wife, Brenda J. Bottoms

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:

A part of the NW-1/4 of the SE-1/4 of Section 14, Township 20 South, Range 2
West, Shelby County, Alabama, more particularly described as follows, to-wit:
Commence at the NE corner of said 1/4-1/4 section and run thence Westerly
along the Northern boundary of the same a distance of 300 feet to the point
of beginning of property herein conveyed; thence turn to the left an angle
of 90° 13-1/2' and run Southerly a distance of 210 feet to a point; thence
turn to the right and run Westerly parallel with the Northern boundary of
said 1/4-1/4 section a distance of 210 feet to a point; thence turn to the
right and run Northerly parallel with the Eastern boundary of the property
herein conveyed a distance of 210 feet to a point on the Northern boundary
of said 1/4-1/4 section; thence turn to the right and run Easterly along
the Northern boundary of said 1/4-1/4 section a distance of 210 feet to the
point of beginning, containing one acre, more or less.

to him and to hold the same as a mortgage, if the said mortgagee, or assigns, shall at any time fail to pay the same; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay the 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 agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the full 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 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, and shall be a 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

Henry O. Bottoms and wife, Brenda J. Bottoms

STATE OF ALA. SHELBY CO.

have hereunto set our signature and seal, this

1st day of April, 1981.

Notary 4182

Re 300 1981 APR -1 PM 3:17

End. 100

45 82

JUDGE OF PROBATE

Henry O. Bottoms (SEAL)
Brenda J. Bottoms (SEAL)
Brenda J. Bottoms (SEAL)
(SEAL)

19810401000035520 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
04/01/1981 00:00:00 FILED/CERTIFIED

THE STATE of Alabama
Shelby COUNTY

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Henry O. Bottoms and wife, Brenda J. Bottoms

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 1st day of April, 1981.

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

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE ABSTRACTS

Birmingham, Alabama