

This instrument was prepared by

(Name) LARRY H. PINKLETON & DEBORA KAY PINKLETON  
(Address) ROUTE 1, BOX 126-A, STERRET, AL 35124



This Form furnished by:

**Cahaba Title, Inc.**

1970 Chandalar South Office Park  
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

~~MORTGAGE-~~

955

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Larry H. Pinkleton and wife, Debora Kay Pinkleton

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to John David Brinkley and wife,

Mary Frances Brinkley

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

of Three Thousand and no/100----- Dollars  
(\$ 3,000.00 ), evidenced by



1981062900071260 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
06/29/1981 00:00:00 FILED/CERTIFIED

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,

Larry H. Pinkleton and wife,  
Debora Kay Pinkleton

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:

That part of the SW1/4 of the NW1/4 of Section 12, Township 19 South, Range 1 West, Shelby County, Alabama described as follows: Commencing at the Northeast corner of said 1/4-1/4 Sect. and thence South 89° 10' West along the North line of said 1/4-1/4 Section 277.65 feet to the point of beginning; thence from the point of beginning South 2° 27' East and parallel with East line of said 1/4-1/4 Section 465 feet; thence South 89° 10' West and parrallel with the North line of said 1/4-1/4 Section 187.35 feet; thence North 2° 27' West and parallel with the East line of said 1/4-1/4 Section 465 feet to the North line of said 1/4-1/4 Section 187.35 feet to the point of beginning and containing 2.00 acres, more or less.

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BOOK

See Release Minutes 57 pg 216 (6-22-84)

Subject to the following easements and rights-of-way of record in the Office of the Judge of Progate of Shelby County, Alabama:

1. Transmission Line Permit to Alabama Power Company as shown by instrument dated December 8, 1953 and recorded in Deed Book 165, at Page 136, in the Office of the Judge of Probate of Shelby County, Alabama.
2. Easement for road right-of-way 12 1/2 feet wide of uniform width over and across the North side of captioned real estate, as created and shown by that certain easement and right-of-way deed from Sam Jack Shaw and wife, Minnie Lee Shaw to Charles R. Shaw and Melba Shaw dated August 23, 1974 and recorded in Deed Book 321, at Page 860, in the Office of the Judge of Probate of Shelby County, Alabama.

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

Form ALA-35

**W. B. HOUSEAL, JR.**  
**HOUSEAL AGENCY, INC.**

Suite 109 6 Office Park Circle, Birmingham, Alabama 35223



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, the 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 less, 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, and become a debt to said Mortgagee or assigns, 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 existence 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 **Larry H. Pinkleton and wife, Debora Kay Pinkleton**

BOOK 413 PAGE 653

have hereunto set **OUR** signatures and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

*Mtg. Tax 4.50  
Rec 3.00  
End 1.00  
8.50*

1981 JUN 29 AM 9:40

**Larry H. Pinkleton** (SEAL)  
**Debora Kay Pinkleton** (SEAL)  
**James L. Reynolds** (SEAL)  
Notary Public, State of Alabama - Large  
My commission expires, December 12, 1984 (SEAL)  
South and Lawrence, Surratt, Corp.

THE STATE of **Alabama** }  
**Shelby** COUNTY }

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that **Larry H. Pinkleton and wife, Debora Kay Pinkleton**

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

\_\_\_\_\_, 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.

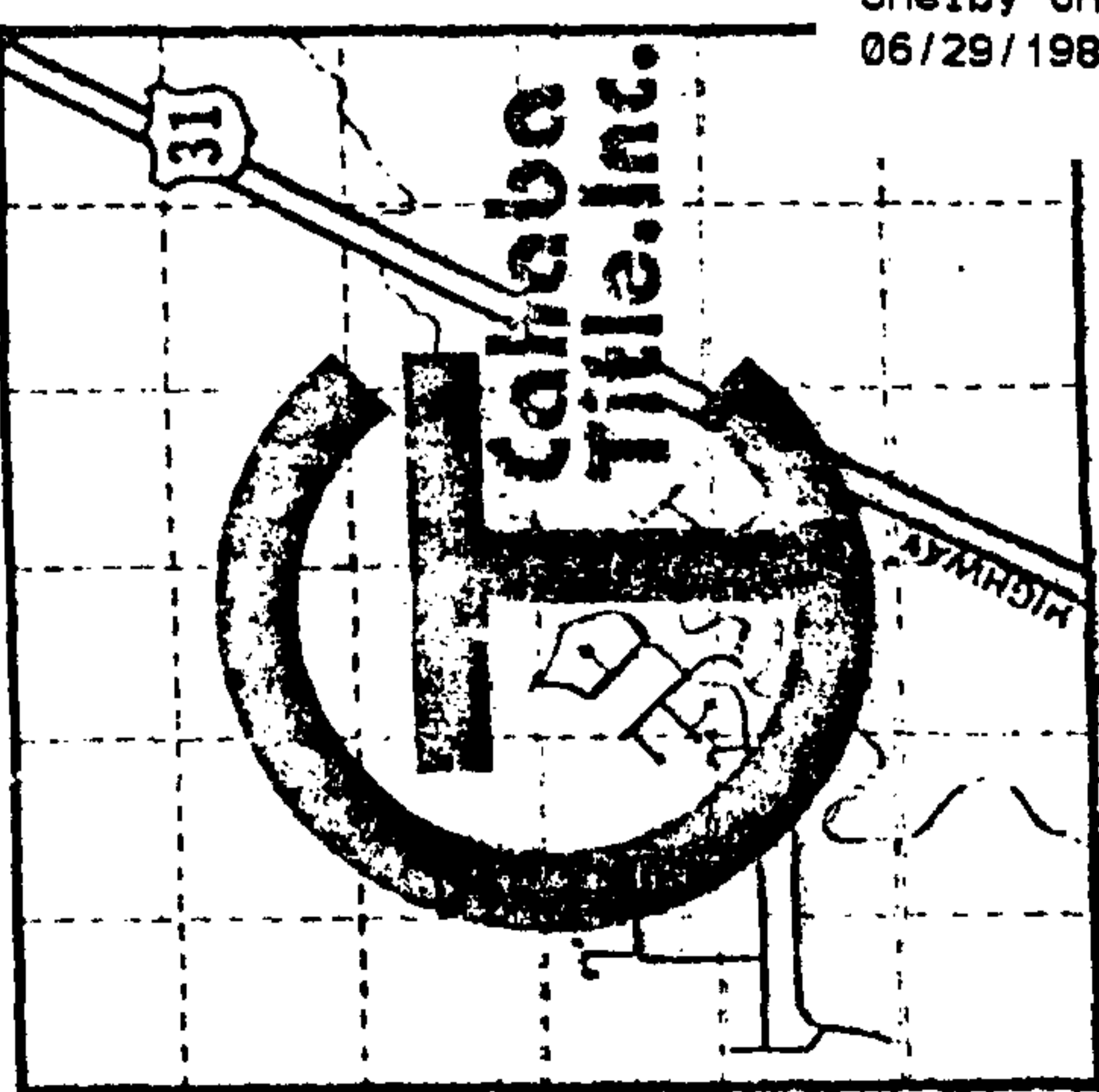
Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

\_\_\_\_\_, Notary Public

19810629000071260 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
06/29/1981 00:00:00 FILED/CERTIFIED

TO

MORTGAGE DEED



**Cahaba Title, Inc.**

Recording Fee \$ \_\_\_\_\_  
Deed Tax \$ \_\_\_\_\_

This form furnished by  
**Cahaba Title, Inc.**  
1970 Chandalar South Office Park  
Pelham, Alabama 35124

Return to:

Cahaba Title, Inc. Insurance Corporation