

(Name) WALLACE, ELLIS, HEAD & FOWLER 466

(Address) COLUMBIANA, ALABAMA 35051



19810916000099380 Pg 1/3 00
Shelby Cnty Judge of Probate, AL
09/16/1981 00:00:00 FILED/CERTIFIED

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gary Allen Blankenship and wife, Sheila Blankenship

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

Floyd A. Blankenship and Imogene P. Blankenship, or the survivor of them

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

of Forty-five thousand and no/100 ----- Dollars
(\$45,000.00), evidenced by promissory note of this date, without interest, payable at
the rate of Three hundred and no/100 (\$300.00) Dollars per month, the first payment
being due and payable October 1, 1981, and a like payment being due monthly thereafter
until said sum is paid in full.

BOOK 415 PAGE 469

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,

Gary Allen Blankenship and wife, Sheila Blankenship

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:

Property described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein, which said Exhibit "A" is signed by the mortgagor herein for the purpose of identification.

THIS IS A PURCHASE MONEY MORTGAGE.

BOOK 415 PAGE 470

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns ever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgage 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 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

Gary Allen Blankenship and wife, Sheila Blankenship

have hereunto set My signature and seal, this 15th day of September, 19 81

Gary Allen Blankenship (SEAL)

Sheila Blankenship (SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama }
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Gary Allen Blankenship and wife, Sheila Blankenship

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 he executed the same voluntarily on the day the same was date.

Given under my hand and official seal this 15th day of September, 19 81

Dorothy Canvady 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

Return to:

TO

MORTGAGE DEED

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

Beginning at the Northwest corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 16, T-21S, R-2W; thence run easterly along the north line of said quarter section and the north line of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section for a distance of 1668.60 feet to a point; thence turn an angle of 87° 28' 58" to the right and run southerly a distance of 710.0 feet to a point; thence turn an angle of 87° 28' 58" to the left and run easterly a distance of 190.82 feet to a point; thence turn an angle of 84° 18' 29" to the right and run southerly a distance of 631.35 feet to a point on the south line of the said SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn an angle of 95° 38' 20" to the right and run westerly along the south line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and the south line of the said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ for a distance of 669.85 feet to a point; thence turn an angle of 87° 32' 09" to the right and run in a northerly direction a distance of 628.15 feet to a point; thence turn an angle of 87° 28' 58" to the left and run westerly a distance of 377.02 feet to a point; thence turn an angle of 92° 31' 02" to the left and run southerly a distance of 628.49 feet to a point on the south line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn angle of 92° 27' 51" to the right and run westerly along the said south line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 847.63 feet to the Southwest corner of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence turn an angle of 87° 32' 30" to the right and run northerly along the west line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 1340.62 feet to the point of beginning; Said parcel of land is lying in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section T-21S, R-2W and contains 48.85 acres including that part of the Right-Of-Way of State Highway 70 that lies within the parcel described. Also to include any portion of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said section that might lie north of State Highway 70.

Excepted from the above parcel is the following: all that part of the W $\frac{1}{2}$ ~~SW $\frac{1}{4}$~~ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 16, T-21S, R-2W that lies south of State Highway 70 and containing approximately 3.5 acres.

BOOK 415 PAGE 471

SIGNED FOR IDENTIFICATION:

Gary Allen Blankenship
Gary Allen Blankenship

Sheila Blankenship
Sheila Blankenship

19810916000099380 Pg 3/3 .00
Shelby Cnty Judge of Probate, AL
09/16/1981 00:00:00 FILED/CERTIFIED

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
NOTIONMENT WAS FILED

1981 SEP 16 AM 11:02

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg.	62.50
Rec.	4.50
Jud.	1.00
	<hr/> 73.00