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This instrument was prepared by
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(Name) Attorneys at Law
P.O. Box 557
(Address) Columbiana, Alabama 35051



Jefferson Land Title Services Co., Inc.
316 21ST NORTH • P.O. BOX 10481 • PHONE (205) 228-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE--

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Alan E. Goldberg and wife, Rosemary Goldberg by William R. Justice, their
Attorney-in-Fact

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

Charles W. Mobley and/or Patricia D. Mobley

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

of Sixty Thousand and no/100-----Dollars
(\$60,000.00), plus interest as
evidenced by one promissory note of this date executed simultaneously
herewith.

In the event of default under the terms of said note or this mortgage,
Mortgagee's only recourse shall be to the real estate described below.
Mortgagors shall not be liable for any deficiency following foreclosure
of this mortgage or any other remedy pursued by Mortgagees in the event
of default, except that Mortgagors shall be liable for any foreclosure
costs and attorneys fees incurred, as a result of default.

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,

Alan E. Goldberg and wife, Rosemary Goldberg

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 Southeast corner of Section 21, Township 20 South,
Range 2 East, Shelby County, Alabama; thence run North 88 degrees 55
minutes 19 seconds West along the South boundary of said Section 21
a distance of 1688.753 feet to the point of beginning; thence continue
along same course a distance of 643.0 feet; thence turn an angle of 88
degrees 55 minutes 19 seconds to the right and proceed North 0 degree
East for a distance of 2607.91 feet; thence turn an angle of 72 degrees
39 minutes 57 seconds to the right and proceed North 72 degrees 39
minutes 57 seconds East for a distance of 686.11 feet; thence turn an
angle of 107 degrees 20 minutes 03 seconds to the right and proceed South
0 degrees West a distance of 2820.664 feet to the point of beginning.
Situated in Shelby County, Alabama, and containing 40 acres, more or less.

SUBJECT TO: A 30 foot easement for roadway, 15 feet on either side of a center
line described as follows: Commence at the SW corner of Section 21, Township
20 South, Range 2 East, thence run North 37 degrees 32 minutes 10 seconds
West a distance of 108.89 feet; thence run North 4 degrees 14 minutes 50
seconds West a distance of 941.10 feet; thence run North 89 degrees 52
minutes 27 seconds East a distance of 19.00 feet to the East ROW line of Stat
Highway No. 25 and the point of beginning; thence continue North 89 degrees
52 minutes 27 seconds East a distance of 1639.36 feet; thence run North 85
degrees 08 minutes 40 seconds East a distance of 1896.85 feet; thence run
North 67 degrees 37 minutes 09 seconds East a distance of 694.56 feet to the
point of ending, situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, and the S $\frac{1}{2}$ of
Section 21, Township 20 South, Range 2 East.
Situated in Shelby County, Alabama.

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

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 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 said 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

Alan E. Goldberg and wife, Rosemary Goldberg by William R. Justice, their Attorney-in-Fact.

have hereunto set my signature and seal, this

22 day of January, 1982

ALAN E. GOLDBERG (SEAL)

BY William R. Justice (SEAL)
William R. Justice, his Attorney-in-Fact

ROSEMARY GOLDBERG (SEAL)

BY William R. Justice (SEAL)
William R. Justice, her Attorney-in-Fact

BOOK 417 PAGE 344

Mtg Tax 90.00
Dec 3.00
Ins 1.00
94.00
I CERTIFY THIS INSTRUMENT WAS FILED
1982 JAN 22 PM 3:39
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William R. Justice, whose name as Attorney-in-Fact for Alan E. Goldberg and wife, Rosemary Goldberg

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, in his capacity as such Attorney-in-Fact, executed the same voluntarily on the day the same bears date.

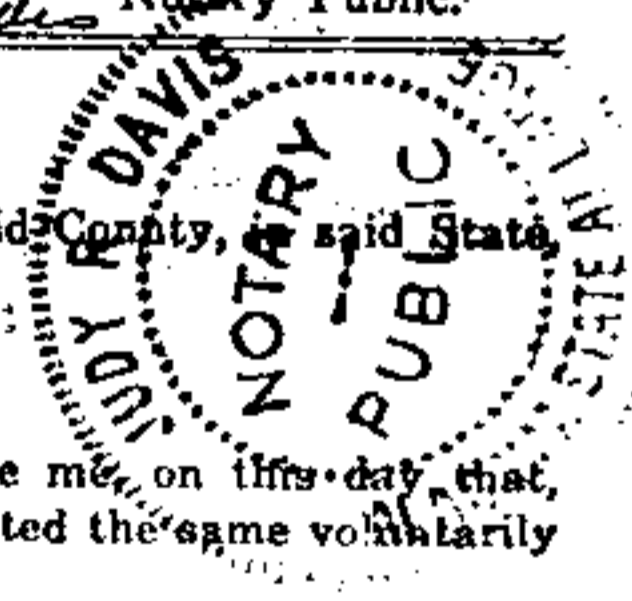
Given under my hand and official seal this 22 day of January, 1982

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:

MORTGAGE DEED

Recording Fee \$
Deed Tax \$

This form furnished by

Jofferson Land Title Services Co., Inc.
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BIRMINGHAM, ALABAMA 35201
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