

This instrument was prepared by
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Jefferson Land Title Services Co., Inc.
318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 378-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE-

1826

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jack W. Kidd and wife, Faye D. Kidd

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Garland E. Baucom

(hereinafter called "Mortgagee", whether one or more), in the sum
of Fourteen Thousand Sixty-Seven Dollars and 52/100----- Dollars
(\$14,067.52 plus interest as evidenced by promissory note of even date herewith and due and
payable in accordance with the terms, conditions and provisions of said
note and/or any renewal or extensions thereof.

BOOK 419 PAGE 987

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,

Jack W. Kidd and wife, Faye D. Kidd

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 Northeast corner of Section 33, Township 19 South, Range 2
East, thence run West along the North line of said Section a distance of
2637.25 feet to the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said
Section; thence turn an angle of 108 degrees 40 minutes 15 seconds to the
left and run a distance of 287.88 feet to the East right-of-way line of
Alabama State Highway 25; thence turn an angle of 24 degrees 56 minutes 22
seconds to the right and run along said right-of-way a distance of 451.20
feet to the point of beginning; thence continue in the same direction along
said right-of-way a distance of 77.67 feet to the P.C. of a right-of-way
curve; thence continue along said right-of-way curve (whose delta angle is
9 degrees 36 minutes 46 seconds to the left, radius is 2,955.16 feet,
tangent is 248.48 feet, length of arc is 495.80 feet); thence turn an angle
of 91 degrees 30 minutes 56 seconds to the left from tangent of said curve,
and run a distance of 1820.56 feet; thence turn an angle of 84 degrees 22
minutes 56 seconds to the left and run a distance of 686.66 feet; thence turn
an angle of 91 degrees 01 minutes 55 seconds to the left and run a distance
of 559.31 feet; thence turn an angle of 91 degrees 28 minutes 27 seconds
to the left and run a distance of 262.85 feet; thence turn an angle of 91
degrees 36 minutes 10 seconds to the right and run a distance of 1250.70
feet to the point of beginning. Situated in the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 33,
Township 19 South, Range 2 East, Shelby County, Alabama, and containing
24.10 acres. Situated in Shelby County, Alabama.

Subject to permits to Alabama Power Company.

THIS IS A SECOND MORTGAGE.

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

To Have And the above granted property unto the Mortgagee. Mortgagee's successors, heirs, assigns for- ever; and for the purpose of further securing the payment of the 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 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
Jack W. Kidd and wife, Faye D. Kidd

have hereunto set OUR signatures and seal, this 20th day of April, 1982
STATE OF ALA. SECRETARY CO. I CERTIFY THIS DOCUMENT WAS FILED
1982 APR 20 PM 3:19
Jack W. Kidd (SEAL)
Faye D. Kidd (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jack W. Kidd and wife, Faye D. Kidd whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, 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 20th day of April, 1982. W.R. Justice 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

BOOK 419 PAGE 988

MORTGAGE DEED

Recording Fee \$
Deed Tax \$
This form furnished by
Jefferson Land Title Services Co., Inc.
216 21ST NORTH & P.O. BOX 10481 & PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company