THIS INSTRUMENT PREPARED BY:

James J. Odom, Jr.

775 El Building

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1710 First National-Southern Natural Building
Birmingham, Alabama 35203

ADDRESS:_

Birmingham, Alabama 35203

State of Alabama

SHELBY

COUNTY

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

All Men By These Presents, that whereas the undersigned

Homer Eugene Smith, an unmarried man, is

justly indebted to

Max Gray and Esther Gray

in the sum of Five Thousand, Nine Hundred and No/100----

-Dollars

evidenced by

promissory note

of even date

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Note Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at

maturity, the undersigned,

Homer Eugene Smith, an unmarried man,

do, or does, hereby grant, bargain, sell and convey unto the said

Max Gray and Esther Gray

(hereinafter called Mortgagee) the following described real property situated in

Shelby

County, Alabama, to-wit:

All that part of the South 132 feet of the SE 1/4 of the NW 1/4 of Section 17, Township 19 South, Range 1 West, situated in Shelby County, Alabama, that lies East of the Right-of-way of U. S. Highway 280, which parcel is designated in red on the attached map marked Exhibit "A," and which parcel is a trapezoid with its southerly boundary line measuring 208.30 feet, its northerly boundary 249.50 feet, its easterly boundary 132.0 feet; the westerly boundary is 138.0 feet, more or less, and is the easterly boundary line of U. S. Highway 280, as shown on attached Exhibit "A."

SUBJECT TO: (1) Current taxes; (2) Mineral and mining rights and rights incident thereto; (3) Right of way to Alabama Power Company as recorded in Book 109, Pages 67 and 68; (4) Right of way to State of Alabama for Highway purposes as recorded in Book 298, Page 363, in the Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied toward the purchase price of the property described above conveyed to mortgagor simultaneously herewith.

Mortgagees' Address: 3001 Dolly Ridge Drive Birmingham, Alabama 35243 Mortgagor's Address: Rt. l, Box 701 Leeds, Ala. 35094

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays saldindebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and vold, but should default be made in the payment of any sum expended by the said Mortgagee, 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 in said property become indangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-ona days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

Return to:

Horth, Haskelf, Standber, Young & Lowis

1710 First Hatlory Community in Hatural Building
Birmingham, Alabama 35203

<u> Propins : James I. Die</u>

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on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured. It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this morthereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and

n this the	day of	October,	19 82.	
VITNESSES:			Homer Eugene Sn	gle milseal ofth (Seal
-				(Seal
			<u></u>	(Seal
STATE OF	LABAMA	1	eneral Acknowledgement	
JEFFERSON	Cour	nty)	- Notary Public in an	d for said County in said Sta
I, the unders		er Eugene Smith, an		
whose name is	signed to the for	egoing conveyance, and wh	o is known to me, acknowledged befo	re me on this day, that being
			same voluntarily on the day the same	
	r my hand and o		Cotober,	19:82. Notary Public
STATE OF			orporate Acknowledgement	The state of the s
day that heing I	Presi signed to the informed of the	dent of foregoing conveyance, e contents of the conv is the act of said corp	, and who is known to me, acknown to	in and for said County nowledged before me on with full authority, execu
		official seal, this the		, 19
			<u> </u>	Notary Public
		GE		By D., INC. treet

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