

This instrument was prepared by

(Name) Harrison, Conwill, Harrison & Justice

Attorneys at Law

(Address) Columbiana, Alabama 35051



*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*

**MORTGAGE-**

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Joe Tidmore and wife, Brenda Tidmore; and  
Charles Tidmore and wife, Joyce Tidmore

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

Basil R. Smith

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

of One Hundred Seventy-one Thousand and no/100----- Dollars  
(\$ 171,000.00), plus interest as evidenced by one promissory note executed simultaneously herewith.

It is understood and agreed that this mortgage may be paid at any time before maturity by paying the principal plus the then accrued interest, without penalty.

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,

Joe Tidmore and wife, Brenda Tidmore; and Charles Tidmore and wife, Joyce  
undivided one-half interest in and to  
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:

A lot in the Town of Columbiana, Alabama, described as follows: Commence at the intersection of the SE right-of-way line of the Columbiana-Saginaw Cut-Off paved Highway, with the NE right-of-way line of the L & N Railroad and run South 64 deg. 24 min. East along SE right-of-way line of said Highway 109.85 feet; thence North 25 deg. 26 min. East 29.40 feet to the Southeast margin of West College Street, South of Columbiana; thence along SE margin of West College Street, South 63 deg. 29 min. East a distance of 89.45 feet to the NW corner of W. C. Maddox lot; thence along NW side of Maddox lot South 16 deg. 45 min. West 96.0 feet; thence South 8 deg. 03 min. East 70.53 feet to corner of Maddox lot; thence along South side of Maddox lot South 51 deg. 07 min. East 93.78 feet; thence run South 17 deg. 19 min. West a distance of 103.54 feet; thence run South 79 deg. 10 min. West 41.69 feet to the East right-of-way line of L & N Railroad; thence along the East right-of-way line of said L & N Railroad North 24 deg. 18 min. West 425.86 feet to point of beginning and being a part of the S $\frac{1}{2}$  of NE $\frac{1}{4}$  of Section 26, Township 21 South, Range 1 West.

ALSO, a part of SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 26, Township 21, Range 1 West, described as: Begin at the intersection of the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section with the East line of Highway 25; thence North 20 deg. 30 min. East 125.5 feet to the point of beginning; thence North 20 deg. 30 min. East 199.6 feet; thence North 89 deg. 50 min. East 144.9 feet to the West line of the Shelby Road; thence South along said road 160.5 feet; thence along North line of Bozeman lot South 83 deg. 21 min. West 225.2 feet to the point of beginning. Being a part of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 26, Township 21, Range 1 West, situated in Columbiana, Shelby County, Alabama.

ALSO, Begin at the SE corner of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 26, Township 21, Range 1 West, and run North 65 deg. West 705 feet to point on West side of Shelby Springs Road for point of beginning; thence run North 21 deg. East along West side of road 87 feet to the SE corner of P. Friedberger lot; being Lot 29 of Horsley's Map of Columbiana; thence South 88 deg. West 131 feet to the East side of alley; thence South 4 deg. 24 min. East along alley 55 feet; thence South 77 deg. East 98.2 feet to point of beginning and being North part of Lot 30 of Horsley's Map of the Town of Columbiana. 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 Joe Tidmore and wife, Brenda Tidmore; and Charles Tidmore and wife, Joyce Tidmore

have hereunto set our signature S and seal, this 10th day of January, 19 83.

STATE OF ALABAMA  
SHELBY COUNTY  
1983 JAN 11 PM 1:54

Joe Tidmore (SEAL)  
Brenda Tidmore (SEAL)  
Charles Tidmore (SEAL)  
Joyce Tidmore (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 Joe Tidmore and wife, Brenda Tidmore; and Charles Tidmore and wife, Joyce Tidmore whose names 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 10th day of January, 19 83. 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 426 PAGE 352

Mtg Tax 256.50  
Rec 4.00  
Ind 1.00  
261.50

MORTGAGE DEED

Recording Fee \$  
Deed Tax \$  
This form furnished by  
Jefferson Land Title Services Co., Inc.  
318 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8030  
BIRMINGHAM, ALABAMA 35201  
AGENTS FOR  
Mississippi Valley Title Insurance Company