

This instrument was prepared by

(Name) J. DAN TAYLOR/ SMYER, WHITE
TAYLOR, EVANS, & SANDERS
(Address) 2025 FOURTH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203



Jefferson Land Title Services Co., Inc.
315 21ST NORTH • P. O. BOX 10461 • PHONE (205) 378-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA

Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

H. ALBERT AWTRY and wife ROSEMARIE J. AWTRY, RUDY R. JAMES and wife
LINDA GOWLAND JAMES, TALMADGE EDWARD JONES and wife EVELYN VIRGINIA JONES

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

George F. Seier and Page H. Seier

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

of Seven Thousand and 00/100 * * * * * Dollars
(\$ 7,000.00), evidenced by note of even date

BOOK 431 PAGE 820

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, H. Albert Awtry and wife Rosemarie J. Awtry, Rudy R. James and wife Linda Gowland James, Talmadge Edward Jones and wife Evelyn Virginia Jones

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:

"See Attached Exhibit "A" Which Is Incorporated Herein
As If Set Out In Haec Verba. Parcel "B"

The borrowers herein may prepay this obligation at any time without penalty.

The borrowers agree to pay a 12% late penalty if payment is more than Ten (10) days in arrears.

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

See Release, Misc. 30 56 pg. 249. (4-23-84)
(on lot only)

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 Mortgages 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

have hereunto set
signature
and seal, this 31st day of May 19 83

Randy B. James
Linda B. James

Eugene J. Jones
John M. Jones
Raymond J. Chitney
Alvin M. Jones

(SEAL)
(SEAL)
(SEAL)
(SEAL)

See Attached Exhibit "B" for Acknowledgements which is incorporated herein as if set out in Haec Verba

THE STATE of
COUNTY

I,
hereby certify that

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day,
that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of , 19
Notary Public.

THE STATE of
COUNTY

I,
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

Recording Fee \$
Deed Tax \$

This form furnished by
Jefferson Land Title Services Co., Inc.
316 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

EXHIBIT "A"
OF
REAL ESTATE MORTGAGE
TO GEORGE F. SEIER AND PAGE H. SEIER
FROM

H. ALBERT AWTREY and wife ROSEMARIE J. AWTREY,
TALMADGE EDWARD JONES and wife EVELYN VIRGINIA JONES,
RUDY R. JAMES and wife LINDA GOWLAND JAMES

PARCEL B

Commence at the southwest corner of the SE 1/4 of NE 1/4 of Section 12, Township 24 North, Range 15 East, thence run east along the south line of said 1/4-1/4 section as established by the map and survey of Glasscock's Subdivision (Spring Creek) as recorded in Map Book 4, page 23, in the Probate Office of Shelby County, Alabama for 1,018 feet, more or less, to an iron pin at the southeast corner of Lot 19, Block 5 of said subdivision; thence continue east along the last stated course for 58.00 feet to a point on the west bank of Lay Lake as it presently exist, said point being the point of beginning of Parcel "B"; thence reverse the last stated course and run west for 58.00 feet to an iron pin at the southeast corner of Lot 19, Block 5, of said Glasscock's subdivision; thence 89°57'37" right and run north along the east line of said subdivision for 215.00 feet to an iron pin; thence 90°00'00" right and run east for 52.00 feet to an iron pin; thence 30°00'00" left and run northeasterly for 69.00 feet to an iron pin; thence 85°00" right and run southeasterly for 150.5 feet to a point on the west bank of Lay Lake as it presently exist; thence run generally in a southwesterly direction along the meanderings of the west bank of Lay Lake to the point of beginning. Containing 31,000 square feet, more or less, or 0.71 acres, more or less.

EXHIBIT "B" TO REAL ESTATE MORTGAGE
AWTREY, JAMES, JONES
TO
SEIER

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that H. ALBERT AWTREY and wife ROSEMARIE J. AWTREY whose names are signed to the foregoing, 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 the 31 day of May, 1983.

My commission expires:
8-27-86

J. O. Z. L.
Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RUDY R. JAMES and wife LINDA GOWLAND JAMES, whose names are signed to the foregoing, 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 the 31 day of May, 1983.

My commission expires:
8-27-86

J. O. Z. L.
Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TALMADGE EDWARD JONES and wife EVELYN VIRGINIA JONES whose names are signed to the foregoing, 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 the 31 day of May, 1983.

My commission expires:
8-27-86

J. O. Z. L.
Notary Public

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

1983 JUN -2 AM 9:22

James A. Snowden, Jr.
JUDGE OF PROBATE

mtg. tax - 10.50
Recy 8.00
Ind. 1.00
19.50