This instrument was prepared by

J. Dan Taylor/ SMyer, White

Taylor, Evans & Sanders (Address) 2025 Fourth Avenue North

Birmingham, Alabama 35203



Jofferson Land Title Pervices Co. Inc.

Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Shelby

COUNTY

H. Albert Awtrey and wife Rosemarie J. Awtrey, 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

Forty and 00/100 Thousand \* \* \* \* \*

40,000.00 ), evidenced by note of even date

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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 Awtrey and wife Rosemari J. Awtrey, 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 County, State of Alabama, to-wit: Shelby real estate, situated in

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

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.

To Have An 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 Mentgagee 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 conveyages to be pull and reight but about expended for taxes, assessments, and insurance, and interest thereon, then this conveyages to be pull and reight but about expended for taxes, assessments, and insurance, and interest thereon, then this con-

veyance 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 Mortgages 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

M MI	and undersigned fur ortgage in Chancery VITNESS WHEREOR	, should the same t	reasonable a se so foreclose	ttorney's fee to said d, said fee to be a p	Mortgagee or as art of the debt he	ssigns, for the foreclosure ereby secured.
have here	untogset our s	ignature and	seal, this	day of	May	83 37 3
) (n Zon	de Ball	ames Lame		Emelya Lebonala	1 dugin	DenestSEAL)
<del></del>						(SEAL)
THE STA	TE of	COUNTY		is incorpor		r Acknowledgemer n as if set out
I, hereby cer	tify anat		, 1144GG		ublic in and for s	aid County, in said State,
	informed of the cor under my hand and o		zance (		_	ed before me on this day, day the same bears date. , 19 Notary Public.
THE STAT		COUNTY	}	, a Notary Po	blic in and for s	sid County, in said State,
for and ag	ion, is signed to the rmed of the contents the act of said corpo	ration.	ce, ne, us suc	is known to me, a h officer and with fu	cknowledged befo all authority, exec	re me, on this day that, uted the same voluntarily
Given	under my hand and	official seal, this t	h <b>e</b>	day of	hda t <del>- p <del>  </del></del>	, 19 Notary Public
		GE DEED				furnished by  Setwices Co. Inc.  10. PHONE (208):-328-8020  ABAMA 38203  OR  Insurant Contains
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Return to:

Recording Fee \$
Deed Tax \$

Horson Land Fille Persical
216T HORTH . P.O. BOX 10481 . PHONE 126
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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 A

Commence at the southwest corner of the SE1/4 of the NE1/4 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 turn an angle to the left of 90° 02' 23", more or less, and run north along the east line of said Glasscock's subdivision for 415.50 feet to an iron pin on the east line of Lot 8, Block 9 of said Glasscock's subdivision; thence 89°43'48" right and run east, along an old fence line, for 269.4 feet to a point on the west bank of Lay Lake as it presently exist, and said point being the point of beginning of Parcel "A"; Thence reverse the last stated course and run west, along said old fence line for 269.4 feet to an iron pin; thence 89°43'48" left and run south along the east line of said Glasscock's subdivision for 200.50 feet to an iron pin; thence 90°00'00" left 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°00'00" 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 northeasterly along the meanderings of the west bank of Lay Lake to the point of beginning. Containing 52,448.00 square feet, more or less, or 1.2 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 convyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3/ day of

My commission expires: 8-27.36

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 کا

My commission expires:

8-27-86

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 3/ day of

My commission expires:

8-21-86

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