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(Name) Loring S. Jones, III, Attorney at Law  
Suite 107 Colonial Center  
(Address) 1009 Montgomery Hwy., South, Vestavia Hills, Alabama 35216

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gerald Edge and wife, Carol Edge

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

Robert Lee Birdsong and wife, Maureen Ann Birdsong

(hereinafter called "Mortgagee", whether one or more), in the sum of Fifteen Thousand Six Hundred and no/100----- Dollars (\$ 15,600.00 ), evidenced by Promissory Note dated August 18, 1983, (herein "Note") providing for monthly installments of \$50.00 applied toward principal and interest. On the 1st day of August of any year, during the first 10 years of the mortgage term, a payment of \$50.00 plus \$1,323.76 will be due and payable. A balloon payment for the remaining principal and interest, if not sooner paid, will be due August 1, 1993. In the event the mortgagors are unable to meet the lump sum payment of \$1,323.76 on the first day of August then the principal balance will be increased by the unpaid balance. Mortgagors agree mortgagee shall have the right to add an amount equal to the short fall of the yearly payment to the remaining balance plus applicable interest of this mortgage. Mortgagors further expressly acknowledge that they understand and agree that any such sums will be due and payable no later than, and as a part of the balloon payment due August 1, 1993.

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,

Gerald Edge and wife, Carol Edge

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:

Lot 37, according to Survey of Brandywine, First Sector, as recorded in Map Book 7, page 7, in the Probate Office of Shelby County, Alabama.

Subject to easements and restrictions of record.

THIS IS A PURCHASE MONEY MORTGAGE.

The proceeds of this mortgage have been applied toward the purchase price of the property described herein conveyed to mortgagors simultaneously herewith.

This is a second mortgage secondary and subordinate to that certain mortgage given by Robert Lee Birdsong and Maureen Ann Birdsong to Collateral Investment Company as recorded in Mortgage Book 385, page 315.

Gerald Edge is one and the same person as Gerald L. Edge.

Carol Edge is one and the same person as Carol Sudano Edge.

BOOK 435 PAGE 686

WALLIS & JONES  
ATTORNEYS AT LAW  
SUITE 107, COLONIAL CENTER  
1009 MONTGOMERY HWY. SO.  
VESTAVIA HILLS, AL 35216

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

have hereunto set our signatures and seal, this 18th day of August, 19 83

Gerald Edge  
Carol Edge

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA  
JEFFERSON

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gerald Edge and wife, Carol Edge

whose name 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 18th day of August, 19 83  
Charles J. Williamson Notary Public.

THE STATE of

COUNTY

My Commission Expires September 17, 1986

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

WALLIS & JONES  
ATTORNEYS AT LAW  
Return to: SUITE 107, COLONIAL CENTER  
1003 MONTGOMERY HWY. SO.  
VESTAVIA HILLS, AL 35216

Gerald Edge and  
Carol Edge

TO

Robert Lee Birdsong and  
Maureen Ann Birdsong

MORTGAGE DEED

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED  
1983 AUG 25 AM 9:19

Judge of Probate

Mtg TAX 23.40  
Fee 3.00  
Jud 1.00  
Total 27.40

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama