

(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James L. Mitchell and wife, Shirley G. Mitchell

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

✓ Kiah H. Mitchell and wife, Ruby B. Mitchell whose address is Rt. 1, Box 482, Wilsonville, Alabama 35186

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

of NINETEEN THOUSAND AND NO/100----- Dollars (\$ 19,000.00), evidenced by one purchase money mortgage note in the amount of \$19,000.00, together with interest upon the unpaid portion thereof from date at the rate of 8% per annum, in monthly installments of \$200.00, payable on the 1st day of each month after date, commencing October 1, 1983, until said sum is paid in full.

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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,

James L. Mitchell and wife, Shirley G. Mitchell

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 19 according to "Sunrise Cove" as shown by subdivision map recorded in Map Book 5, Page 31 in the Probate Office of Shelby County, Alabama, subject to one-half interest in minerals underlying caption lands with mining rights and privileges belonging thereto.

Subject to restrictive covenants and conditions, filed for record on June 25, 1968, and recorded in Deed Book 253, Page 759 in said Probate Office; 100 foot building line from Sunrise Circle Street and 25 feet from side lot lines; transmission line permit to Alabama Power Company dated August 31, 1954, recorded in Deed Book 169, Page 325 and subject to rights of Alabama Power Company for flooding as shown by Deed Book 243, Page 638 in said Probate Office dated July 14, 1966.

THIS IS A PURCHASE MONEY MORTGAGE.

Mortgagors shall have the right at any time to prepay all or any part of said indebtedness, without penalty, by paying such amount of prepayment plus the accrued interest as of such prepayment date.

Mortgagee, Kiah H. Mitchell, is one and the same person as Kiah Mitchell.

Rt. 1 Box 482
Wilsonville Ala

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

35186

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.

have hereunto set my hand and seal, this 7th day of September, 1983

James L. Mitchell (SEAL)
James L. Mitchell
Shirley G. Mitchell (SEAL)
Shirley G. Mitchell
(SEAL)
(SEAL)

1983 SEP -7 PM 3:36

James L. Mitchell, Jr.
James L. Mitchell, Jr.

Myg. tax 28.50
Reg. 3.00
Ind. 1.00
32.50

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 7th day of September, 1983.

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:

OT

MORTGAGE DEED

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

Birmingham, Alabama