

State of Alabama )

County of Shelby )

Know men by all these presents: That Whereas, Larry D. Moore (by his power of Attorney) and V. Carol Moore (hereinafter called "Mortgagors", whether one or more) are justly indebted to Carl B. Nichols (hereinafter called "Mortgagee") in the sum of Eight Thousand Dollars (\$8,000.00).

And, Whereas Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, said payments to be One Hundred Fifty Six and 41/100 Dollars (\$156.41) per month at twelve percent (12%) per annum,

NOW, Therefore, in consideration of the premises said Mortgagors, Larry D. Moore and V. Carol Moore, 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, Alabama, to-wit:

Commence at the Southeast corner of Section 33, Township 21 South, Range 1 East, Shelby County, Alabama; thence proceed West along the South boundary of said section for a distance of 666.42 feet; thence turn an angle of 88 deg. 39 min. to the right and proceed North 0 deg. 01 min. East for a distance of 899.09 feet to the point of beginning. From this beginning point continue North 0 deg. 01 min. East for a distance of 386.47 feet; thence turn an angle of 88 deg. 51 min. to the left and proceed North 88 deg. 50 min. West for a distance of 2000.33 feet to a point on the East boundary of a paved Shelby County Road; thence turn an angle of 91 deg. 09 min. to the left and proceed South 0 deg. 01 min. West along the East boundary of said County Road for a distance of 651.47 feet; thence turn an angle of 88 deg. 51 min. to the left and proceed South 88 deg. 50 min. East for a distance of 1685.33 feet; thence turn an angle of 91 deg. 09 min. to the left and proceed North 0 deg. 01 min. East for a distance of 265.0 feet; thence turn an angle of 91 deg. 09 min. to the right and proceed South 88 deg. 50 min. East for a distance of 315.0 feet to the point of beginning. Situated in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 33, Township 21 South, Range 1 East, Shelby County, Alabama, and contains 28.0 acres.

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 the 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 especially secured, and shall be covered by this mortgage, and bare 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

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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 Mortgage, 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 th same be so foreclosed, said fee to be a part of the debt hereby secured.

It is expressly noted that this mortgage is subordinate to that certain mortgage executed by Thomas R. Martin or Carrie W. Martin and Larry B. Moore, and that if Mortgagor defaults in the payment of this said mortgage, then mortgages and mortgagors heirs, successors, and assignees do hereby have the absolute right to step into the mortgagors position and shall have the right to pay in the total the First Mortgagr and upon the happening of this event will possess the First Mortgage on the afore described property and then follow the above described foreclosure procedure.

IN WITNESS WHEREOF the undersigned Carol V. Moore, for herself and Larry D. Moore, as Mortgagors, and Carl B. Nichols, Mortgagee, have hereunto set their signatures this the 23 day of September, 1983.

x V. Carol Moore

STATE OF  
COUNTY OF

I, Jada L. Sims, a Notary Public in and for said County, in said State, hereby certify that V. Carol Moore 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 the 23 day of September, 1983.

Jada L. Sims  
Notary Public

My Commission Expires Oct 5, 1985

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

1983 OCT 25 PM 1:49

Thomas A. Lawrence, Jr.  
CLERK OF PROBATE

Mtg TAX 12.00  
Rec 3.00  
Jud 1.00  
16.00