

✓ Rt. 4 Box 287  
Montevallo, Ala.  
35115

1379 MORTGAGE

STATE OF ALABAMA, SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, Horace Raymond Eddings, Jr.  
and Tina O. Eddings, husband and wife, are  
justly indebted to Hester Lawley

hereinafter called "Mortgagee," in  
the principal sum of Forty-two Thousand and No/100 (\$42,000.00) DOLLARS,  
with interest thereon at ten percent (10%) per annum, as evidenced by their promissory  
note, bearing even date herewith and payable as follows, to-wit: Due and payable in five annual instal-  
ments of \$10,710.00 each, commencing on November 1, 1984, and continuing  
annually thereafter until principal and interest thereon shall be paid  
in full.

NOW, in order to secure the prompt payment of said note, when due, we the said  
Horace Raymond Eddings, Jr. and Tina O. Eddings

hereinafter called "Mortgagors," for and in consideration of the premises, and the sum of Five Dollars to the undersigned this day in hand paid by the said  
Mortgagee, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said Mortgagee, her heirs and assigns, the following  
described real estate lying and being situated in Shelby County, State of Alabama, to-wit:

The South Half of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 3, Township 22 South, Range 4 West,  
less and except one acre in the Northeast corner thereof and less and except  
mineral and mining rights.

That part of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 3, Township 22 South, Range 4 West  
which lies North and West of the Eddings Town Public Road, containing thirty  
acres, more or less, excepting all the coal, iron ore, and other minerals in,  
under and upon said land, together with the usual mining rights and  
privileges.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
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TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortga-  
gee, her heirs and assigns FOREVER.

And said Mortgagor S. do hereby covenant with the said Mortgagee, her heirs and assigns, that Mortgagor S. are  
lawfully seized in fee of said premises; that they are free of and from all encumbrances, except as stated above  
; and that Mortgagor S. will warrant and forever defend the same against the lawful claims and demands of  
all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say: If Mortgagor S. shall well and truly  
pay, or cause to be paid, the said note, and each and all of them, and each and every installment thereof, and interest thereon, when due, then this con-  
veyance shall become null and void. But should Mortgagor S. fail to pay said note, or either or any of them, or any installment thereof at maturity,  
then all of said indebtedness shall become due and payable at once, whereupon the said Mortgagee, her heirs, assigns, personal representatives,  
agents or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, at the Shelby  
County Court House Door in the City of Columbiana, Alabama, first having given notice thereof for three (3) weeks by publication in any  
newspaper then published in said City, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall first  
pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon, and any sums  
advanced by Mortgagee for delinquent taxes, assessments or insurance premiums, and the balance, if any, pay over to the Mortgagor S.

In the event of such sale, the said Mortgagee, her heirs, assigns, personal representatives, agents or attorneys are hereby authorized and  
empowered to purchase the said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby em-  
powered and directed to make and execute a deed to the purchaser in the name S. of the Mortgagor S.

And it is also agreed that in case the Mortgagee, herein, her heirs, assigns or personal representatives, see fit to foreclose this mortgage in  
a court having jurisdiction thereof, Mortgagor S. will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt hereby  
secured.

Mortgagor S. further represent and declare to said Mortgagee that the title to said real estate is in Mortgagor S. own right, and that  
the representations herein made as to the title and encumbrances are so made with the intent and for the purpose of inducing this loan.

Mortgagor S. further specially waive all exemptions which Mortgagor S. now or hereinafter may be entitled to under the Constitution and Laws  
of the State of Alabama in regard to the collection of the above debt.

Mortgagor S. further agree to keep said property insured against fire and windstorm in good and responsible companies acceptable to Mortga-  
gee, for not less than \$ and have each such policy payable to said Mortgagee, as her interest may appear in said property,  
and deliver the same to Mortgagee; and should Mortgagor S. fail to insure said property, then Mortgagee is hereby authorized to do so, and the  
premiums so paid by Mortgagee shall be and constitute a part of the debt secured hereby.

The Mortgagor S. herein agree to pay all taxes and assessments, general or special, levied upon the real estate herein conveyed before the same  
become delinquent; should Mortgagor S. fail to pay any of such taxes or assessments, then Mortgagee is authorized to do so, and any such  
payments shall thereupon constitute a part of the debt secured hereby.

And it is further understood that should the Mortgagor S. fail to pay said taxes and assessments, or insure the property, as hereinabove stipulated, the  
Mortgagee may do so, and thereupon declare the whole debt secured by this mortgage to be due and payable, and proceed to foreclose at once, as  
hereinabove provided with respect to foreclosure of this mortgage.

IN TESTIMONY WHEREOF, Mortgagor S. have hereunto set, their hand S and affixed their seal S, this 28<sup>th</sup> day of  
Oct, 1983

(L. S.)

(L. S.)

(L. S.)

Horace Raymond Eddings, Jr. (L. S.)  
(HORACE RAYMOND EDDINGS, JR.) (L. S.)  
Tina O. Eddings (L. S.)  
(TINA O. EDDINGS) (L. S.)

STATE OF ALABAMA, COUNTY

I, the undersigned, a Notary Public in and for said State & County  
hereby certify that Horace Raymond Eddings, Jr. and Tina O. Eddings

whose name S are signed to the foregoing mortgage, and who are known to me, acknowledged before me on this day that, being in-  
formed of the contents of this mortgage, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 28 day of October, 1983

Don E. Lawley  
Notary Public.

FOR RECORDING ONLY