



355  
**JEFFERSON TITLE CORPORATION**  
P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

This instrument was prepared by

(Name) Ruth S. Capra  
601 Vestavia Parkway, Suite 270  
(Address) Birmingham, AL 35216

**MORTGAGE—**

STATE OF ALABAMA

JEFFERSON

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kerry W. Seale and wife Lynn H. Seale

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

Foster Dove and Steven F. Dove

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

Dollars

of Twelve Thousand and 00/100

(\$ 12,000.00 ), evidenced by one promissory note of even date herewith according to the terms and conditions of said note.

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, Kerry W. Seale and wife Lynn H. Seale

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:

Parcel One: A parcel of land situated in the E 1/2 of the N.E. quarter of Section 3, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: commence at the NE corner of said Section 3; thence in a Westerly direction along the North line of said Section a distance of 448.03 feet; thence 91 deg. 15 min. 58 sec. left in a Southerly direction a distance of 1127.59 feet to the point of beginning; thence continue along the last described course a distance of 394.63 feet; thence 89 deg. 57 min. 56 sec. right in a Westerly direction a distance of 220.64 feet; thence 90 deg. right, in a Northerly direction a distance of 167.76 feet; thence 0 deg. 06 min. 05 sec. left in a northerly direction a distance of 226.48 feet; thence 90 deg. right, in an Easterly direction a distance of 221.28 feet to the point of beginning.

Parcel Two: A parcel of land located in the East 1/2 of the NE quarter of Section 3, Township 22 South, Range 3 West, Shelby County, Alabama more particularly described as follows: Commence at the Northeast corner of said Section 3; thence in a Westerly direction along the North line of said Section 3 a distance of 448.03 feet; thence 91 deg. 15 min. 58 sec. left in a Southerly direction a distance of 979.84 feet to the point of beginning; thence continue along last described course a distance of 147.74 feet; thence 89 deg. 51 min. 51 sec. right in a Westerly direction a distance of 221.28 feet; thence 90 deg. right in a Northerly direction a distance of 153.21 feet; thence 91 deg. 24 min. 57 sec. right in an Easterly direction a distance of 221.70 feet to the point of beginning.

All being situated in Shelby County, Alabama.

Both parcels are subject to a 30 foot wide easement on East property line, and subject to other easements of record.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

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

Kerry W. Seale and Lynn H. Seale

have hereunto set their signatures and seal, this 31st day of December, 1985

Kerry W. Seale (SEAL)

Lynn H. Seale (SEAL)

\_\_\_\_\_ (SESL)

\_\_\_\_\_ (SEAL)

BOOK 056 PAGE 172

THE STATE of

Jefferson

COUNTY }

I, Ruth S. Capra

, a Notary Public in and for said County, in said State,

hereby certify that

Kerry W. Seale and Lynn H. Seale

whose name s 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 31st day of December, 19 85

Ruth S. Capra Notary Public.  
My commission expires 12/4/88

THE STATE of

COUNTY }

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 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

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

1986 JAN -7 PM 2:01

Thomas A. Hamilton, Jr.  
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax \$ 18.00

Deed Tax \_\_\_\_\_

Mineral Tax \_\_\_\_\_

Recording Fee 5.00

Index Fee 1.00

TOTAL \$ 24.00

Recording Fee \$  
Deed Tax \$

This form furnished by



JEFFERSON TITLE CORPORATION

P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

Return to:

MORTGAGE DEED