

1672

This instrument was prepared by

(Name) James E. Roberts, Attorney

(Address) 2230 Third Avenue North, Birmingham, Alabama 35203

Form 1-1-22 Rev. 1-24

**MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama**

STATE OF ALABAMA  
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Thomas J. Ellison and Osmond Robinson

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

I-65 Investment Properties, a general partnership

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

of Seven thousand and no/100

(\$ 7,000.00 ), evidenced by promissory note of even date

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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,

Thomas J. Ellison and Osmond Robinson

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:

Begin at the Southeast corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 19, Township 21 South, Range 2 West, situated in Shelby County, Alabama. Thence in a Westerly direction along the South line of said  $\frac{1}{4}$  section 116.31 feet to the West right of way of Shelby County No. 87; thence right 90 degrees, 36' 22" in a Northerly direction along said West right of way 1502.32 feet to the point of beginning; thence continue northerly along said west right of way 212.50'; thence left 89 degrees, 03' 20" in a westerly direction 1677.39' to the East right of way of I-65; thence left 110 degrees, 03' 49" in a Southeasterly direction along said East right of way 226.20 feet thence left 69 degrees, 56' 11" in an easterly direction 1603.29 feet to the point of beginning. Said parcel of land being located in the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 19, Township 21, Range 2 West.

The above property herein conveyed is not the homestead of the mortgagors.

Thomas J. Ellison  
4913 - Cahaba Valley Dr.  
Birmingham Al. 35243

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 Mortgagee 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

Thomas J. Ellison and Osmond Robinson

have hereunto set their hands and seals, this 1st day of April, 1987

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1987 JUN 19 AM 9:30

My tax 1050  
Rec 500  
Int 100  
1650

Thomas J. Ellison (SEAL)  
Thomas J. Ellison (SEAL)  
Osmond Robinson (SEAL)  
(SEAL)

JUDGE OF PROBATE

THE STATE of Alabama  
Jefferson COUNTY

I, the undersigned  
hereby certify that Thomas J. Ellison and Osmond Robinson

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

whose name is assigned 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 1st day of April  
My Commission expires: 5-2-89

Carolyn D. Blue

Notary Public

THE STATE of  
COUNTY

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

I,  
hereby certify that

whose name as  
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:  
James E. Roberts, Attorney  
2230 Third Avenue North  
Birmingham, Alabama 35203

Thomas J. Ellison and Osmond Robinson  
TO

I-65 Investment Properties, a general  
partnership

MORTGAGE DEED

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

Birmingham, Alabama