

## THE STATE OF ALABAMA, SHELBY COUNTY.

THIS MORTGAGE, made and entered into this the 8 day of March, 1954

by and between Carl Dean Moore and wife, Ruby L. Moore,

hereinafter called the mortgagors, and Frank L. Harwell,

hereinafter called the mortgagee,

WITNESSETH, That said mortgagors are

justly indebted to the said mortgagee in the sum of One Thousand Eight Hundred Fifty and No/100 (\$1,850.00)-----DOLLARS,

which is evidenced as follows, to-wit:

By one (1) promissory note of even date in the amount of One Thousand Eight Hundred Fifty and No/100 Dollars (\$1,850.00) with interest from date, at the rate of six per cent (6%) per annum payable monthly on the unpaid balance until paid, said principal and interest to be payable in monthly installments of Thirty and No/100 Dollars (\$30.00), commencing on the day of March, 1954, and on the same day of each month thereafter until the principal and interest are fully paid.

Now, therefore, in order to secure the above described indebtedness or any renewal thereof the said mortgagors have bargained, sold and conveyed and by these presents do hereby grant, bargain, sell, alien, enfeoff and convey unto the said mortgagee all that lot, tract or parcel of land lying and being in Shelby County, Alabama, and more particularly described as follows, to-wit:

Tract No. 1. Commence at the Southwest corner of the Southeast quarter of Southwest quarter of Section 15, Township 19, Range 1, and run thence in a Northerly direction along the West line of said forty a distance of 660 feet to a point; thence in an Easterly direction parallel with the South line of said forty a distance of 1320 feet, more or less, to the East line of said forty; thence in a Southerly direction along the East line of said forty a distance of 660 feet to the Southeast corner of said forty; thence in a Westerly direction along the South line of said forty to the Southwest corner thereof, the point of beginning; and a small tract/out of the North half of Southeast quarter of Southwest quarter of Section 15, Township 19, Range 1, more particularly described as follows: Beginning at a point on the South line of said North half of Southeast quarter of Southwest quarter, said Section, Township and Range, which point of beginning is located by an iron pipe set in concrete approximately midway between the East and West lines of said 20-acre tract and from said point of beginning run thence in a Northwesterly direction a distance of 159 feet to a point; thence at right angles in a Southwesterly direction along a fence row a distance of 90 feet to a point; thence at right angles in a Southeasterly direction along a fence row a distance of 123 feet to a point on the South line of said North half of Southeast quarter of Southwest quarter above referred to,; thence in an Easterly direction along the South line of said North half of Southeast quarter of Southwest quarter, said Section, Township and Range, a distance of 90 feet to the point of beginning. Said last above described tract having situated thereon a six-room house which is in the approximate center of said tract described and which tract is presently occupied by Party of the Second Part.

Tract No. 2. Commencing at the Southwest corner of Section 22, Township 19 South, Range 1 East, and running in an easterly direction along South boundary of said section 770 feet for point of beginning of lot herein described, which said point is marked by an iron pin set in concrete; run thence in a North-easterly direction and parallel with a line extending from the South boundary of said section 510 feet East of Southwest corner and extending to a point on the North boundary of the Southwest quarter of the Southwest quarter of said section, which point is 837.4 feet East of the Northwest corner of said Southwest quarter of Southwest quarter; 850 feet; run thence in a Westerly direction parallel to the South boundary of said section 260 feet; run thence in a Northeasterly direction to a point of the North boundary of said Southwest

quarter of Southwest quarter 837.4 feet East of the Northwest corner of said Southwest quarter of Southwest quarter; run thence in an Easterly direction along the North boundary of said Southwest quarter of Southwest quarter to the Northeast corner of said Southwest quarter of Southwest quarter; run thence in a Southerly direction along the East boundary of said Southwest quarter of Southwest quarter 690 feet; run thence Westerly and parallel with the South boundary of said section 208 feet; run thence South and parallel with the West boundary of said section 486 feet; run thence Westerly and parallel with the South boundary of said section 104 feet; run thence Southerly and parallel with the West boundary of said section 144 feet to the South boundary of said section; run thence Westerly on the South boundary of said section to the point of beginning; containing  $11\frac{1}{2}$  acres, more or less.

It is understood and agreed by the Parties hereto as follows:

1. As to Tract No. 1, above described, this mortgage is a purchase money mortgage to secure the purchase price of said tract simultaneously conveyed by Mortgagee to Mortgagors.

2. Mortgagors shall have the option of prepaying in advance of maturity all or any portion of the principal secured hereby upon any principal payment date and as to such payments so made in advance of maturity, interest shall cease as of the date of payment but all payments made in advance of maturity shall be applied upon the final maturing installments hereunder and shall not relieve the maker of the obligation hereinabove provided for the continued payments of at least Thirty and No/100 Dollars (\$30.00) per month upon principal and interest.

3. When Mortgagors shall have paid, upon the principal indebtedness secured hereby, the sum of Two Hundred Fifty and No/100 Dollars (\$250.00), the Mortgagee shall release Tract No. 2 hereinabove described from the lien of this mortgage.



To have and to hold the above described lot, tract or parcel of land, together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said mortgagee.....  
 his..... heirs and assigns in fee simple. And the said mortgagors for themselves, their heirs, ex-  
 cutors, and administrators..... do..... hereby covenant..... that they are seized of an indefeasible estate  
 in fee simple in and to said lands, and have a good and lawful right to sell and convey or encumber the same, and  
 that the same are free from all incumbrances, and they do hereby warrant and will forever defend the title of said  
 premises unto said mortgagee..... his..... heirs and assigns from and against the lawful title, claim or demand  
 of any and all persons whomsoever.

But this conveyance is made upon the following conditions and stipulations, to-wit:

1—Said mortgagors agree..... to insure the buildings on said premises in some good and responsible fire  
 insurance company or companies, against fire, lightning, tornado, windstorm and cyclone for a sum equal to the  
 indebtedness hereby secured, not to be more than three-fourths the value of said buildings, with loss, if any, pay-  
 able to said mortgagee as..... interest may appear.

2—Said mortgagors agree..... to regularly assess said property and to pay all taxes, assessments, judg-  
 ments and liens on the same which may become due on said mortgaged property during the pendency of this  
 mortgage, and to pay the cost of executing and recording this said mortgage, and also to pay a reasonable  
 attorney's fee for collecting the said indebtedness hereby secured, or for foreclosing this said mortgage, either  
 under the powers herein contained, or in a Court of Law or Equity, if the same is foreclosed by an attorney.

3—If said mortgagors fail..... to assess said property and pay the taxes, assessments, judgments and liens  
 on the same, or to insure said buildings as aforesaid, or fail to pay for the executing and recording of this said  
 mortgage, then the said mortgagee may pay the same, or take out said insurance; and this said conveyance shall  
 stand as security for the same, with eight per cent interest from the date of payment.

Now, if the said mortgagors shall keep and perform each and all of the said stipulations and agreements  
 above set forth and pay all of said indebtedness above described as the same may fall due, as well as the interest  
 thereon, it being understood that a failure to pay any part of said indebtedness when the same falls due or to keep  
 and perform any of the stipulations herein contained, shall make the whole of said indebtedness become due and  
 payable at once, then this conveyance to be null and void, otherwise to remain in full force and effect; and upon  
 the failure of said mortgagors to keep all of said stipulations and agreements and to pay any or all of said indebt-  
 edness when the same falls due, then the said mortgagee may enter upon and take possession of said premises,  
 and after giving thirty days' notice of the time, place and terms of sale by notice published for 3 consecutive  
 weeks in some newspaper published in..... Shelby..... County, Alabama, or by posting written notices at three  
 public places in said county, proceed, either in person or by agent....., whether in possession or not, to sell  
 said property at public outcry to the highest bidder for cash, the proceeds of said sale to be applied as follows:  
 1st, to the payment of all the costs and expenses of making said sale, including a reasonable attorney's fee for the  
 foreclosure of said mortgage and collection of said indebtedness; second, to the payment of such sum or sums as  
 have been paid by said mortgagee for taxes, assessments, insurance, liens and judgments and cost of executing  
 and recording this said mortgage and for all other lawful purposes; third, to the payment of the amount due on  
 said indebtedness, with interest, and the balance, if any, to be paid to the mortgagors.

And in the event of said sale, said auctioneer is hereby authorized and empowered to make a deed to the  
 purchaser with the usual covenants of warranty, and said mortgagee may purchase at said sale as if a stranger  
 to this said mortgage, and any irregularity in giving notice of foreclosure or making said foreclosure shall not in  
 any way vitiate the validity of such foreclosure sale.

It is agreed and understood that if said mortgagors should become insolvent or should become involun-  
 tary or voluntary bankrupts or should any proceedings be instituted by or against said mortgagors for the appoint-  
 ment of a receiver, assignee or trustee, then in any such case the whole indebtedness hereby secured may at the  
 option of the said mortgagee be declared due and payable.

It is further agreed and stipulated that as against the collection of this said indebtedness the said mort-  
 gagors do..... hereby waive all right of exemptions, both as to homestead and personal property secured to  
 them under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

Witness..... our..... hands and seals..... the day and year first above written.

Attest:

Carl Dean Moore (Seal)

Ruby L. Moore (Seal)

(Seal)

(Seal)

My husband signed  
 with left hand because  
 injured right hand.



THE STATE OF ALABAMA, Shelby COUNTY.

I, the undersigned authority, a Notary Public, Justice of Peace  
in and for said County, hereby certify that Carl Dean Moore and wife, Ruby Moore.

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

In witness whereof I hereunto set my hand and seal this 8 day of March, 1954.

J. D. Moore  
Notary Public  
Justice of Peace

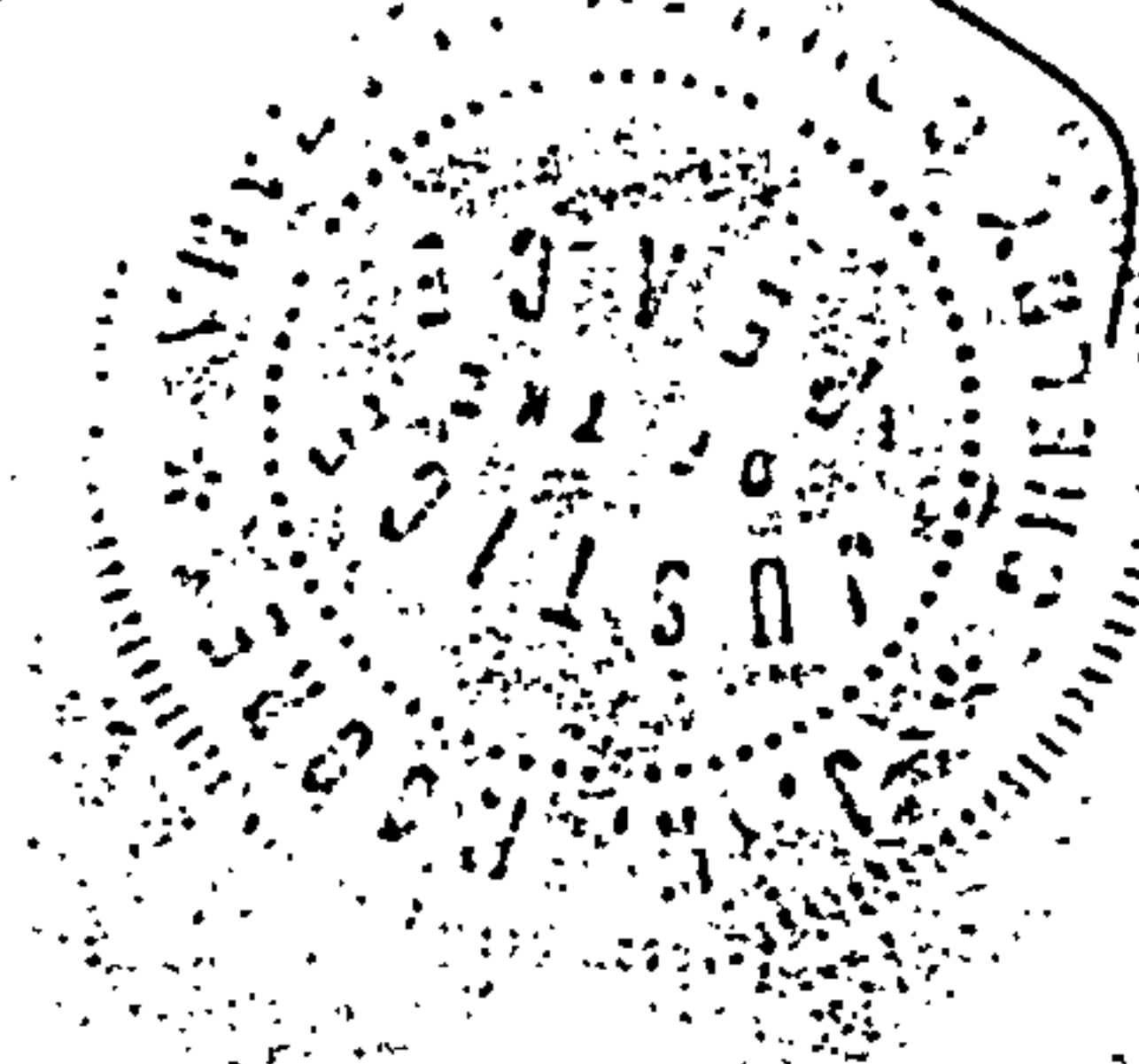
THE STATE OF ALABAMA, Shelby COUNTY.

I, the undersigned authority, a Notary Public, Justice of Peace  
in and for said County, do hereby certify that on the 8 day of March, 1954, came  
before me the within named Ruby Moore known  
to me to be the wife of the within named Carl Dean Moore

who being examined separate and apart from the husband, touching her signature to the within mortgage acknowl-  
edged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the  
part of her husband.

In witness whereof, I hereunto set my hand and seal this 8 day of March, 1954.

J. D. Moore  
Notary Public  
Justice of Peace



STATE OF ALABAMA, SHELBY COUNTY

I, L. E. Walker, Judge of Probate, hereby certify that the within  
was filed for record the 8 day of March, 1954, at 11 o'clock A.  
and recorded in Record Page 113, and the Mortgage Tax of  
Doed Tax of has been paid.

L. E. Walker of Probate

MORTGAGE

August 12, 1958

This mortgage has been paid in full and is satisfied as of this date.

Signed,

*Frank S. Walker*

Attest:

*Tamara M. Walker*  
Notary Public

THE STATE OF ALABAMA,

*Shelby* COUNTY.

I, *J. C. Walker*

Judge of Probate for said County, hereby certify that the within MORTGAGE was filed in

my office for record at 10

o'clock A M., on the 9 day of

March 19 54, and duly recorded

on the 10 day of March 19 54

in Mortgage Record, Vol. No. 331

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*J. C. Walker*  
Judge of Probate.

*2.85*  
*2.25*

*6.10 pd*

STATE OF ALABAMA  
SHELBY COUNTY

I hereby certify that  
\$ 2.85 Privilege Tax  
has been paid on the within  
instrument as required  
by law.

L. C. WALKER,  
JUDGE OF PROBATE

State of Alabama, Shelby County  
I, L. C. Walker, Judge of Probate hereby certify that the within  
day of Sept 1958 at 2 o'clock P M., and recorded in Deed Record 195 Page 365 was filed in this office on 9-15-58  
Fee \$ 4.00 and the Mortgage Tax of \$ 2.85 has been paid. Deed Tax of \$ 2.25  
Judge of Probate L. C. Walker

*J. J. Moore*  
*Oct 1*  
*Box 131*

*4.00 pd*