

PURCHASE MONEY MORTGAGE

*Cancelled in full  
and paid in full of Oct. 1952  
this the 28 day of Oct. 1952  
Oliver B. Hall*

THE STATE OF ALABAMA )  
 )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned HARRY W. DEARING, JR. (hereinafter called the Mortgagor) has become justly indebted to OLIVER B. HALL (hereinafter called the Mortgagee) in the sum of Two Thousand Six Hundred Fifty and no/100 Dollars due by one installment promissory note executed by the Mortgagor payable to the order of the Mortgagee, at The First National Bank of Birmingham, Birmingham, Alabama, bearing interest from date at 5% per annum, payable as to both interest and principal in equal monthly installments of \$61.03 each, the first such installment being due and payable on the 23rd day of March, 1951 and one such installment being due and payable on the 23rd day of each month successively thereafter, up to and including the 23rd day of February, 1955. The said installments shall be applied, first in payment of interest on the declining balance of principal and the remainder shall be credited upon the principal as paid, and whereas, the said Harry W. Dearing, Jr. and wife Thelma L. Dearing are desirous of securing the prompt payment of said note when the same falls due, now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said Harry W. Dearing, Jr. has bargained and sold, and does hereby grant, bargain, sell and convey unto the said Oliver B. Hall, the following described real estate situated in Shelby County, and State of Alabama, to-wit:

A certain parcel or tract of land located in the SE $\frac{1}{4}$  of Section 22, Township 20, Range 3 West, and more particularly described as follows: To Commence at a point at the NE corner of said SE $\frac{1}{4}$  of Section 22, Tp. 20, Range 3 West, on the Section line between Sections 22 and 23, in Township 20, Range 3 West, and run South along said Section line, 7.54 chains to the land of S. J. Patton; thence West along the line of S. J. Patton's land, 26.52 chains, more or less to Prairie Branch; thence North along Prairie Branch 7.54 chains to land known as the "Lovisa Griffin Lands"; thence East 26.52 chains, more or less to the point of beginning. Said tract containing 20 acres.

Also, a 15 acre tract of land in the NW $\frac{1}{4}$  of Section 23, Township 20, Range 3 West, described as follows: To commence at the SW corner of said NW $\frac{1}{4}$  of Section 23, Township 20, Range 3 West, and run North along said Section line 165 yards; thence East 440 yards to the forty line; thence South 165 yards; thence West 440 yards to the point of commencement.

Said above mentioned tracts of land being the same property as was conveyed by J. D. Ruffin and C. A. Ruffin to James B. Drake, on to-wit: November 4th, 1926, as evidenced by warranty deed recorded in Vol. 81 of deeds, page 71 in the Probate Office of Shelby County, Alabama.

Also, a certain tract or parcel of land, situate, lying and being in the NE $\frac{1}{4}$  of Section 22, and in the NW $\frac{1}{4}$  of Section 23, all in Township 20, Range 3 West, known as the "Polly Acton Lands", and more particularly described as follows: Commencing at a point in the line between Sections 22 and 15, where the Prairie Branch crosses the same; thence south along said Prairie Branch 326 yards for a point of beginning; thence south along said Prairie Branch 340 yards thence East to the East line of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 23 aforesaid; thence North to the lands of Sarah Griffin; thence along said lands of Sarah Griffin to point of beginning.

Said last mentioned tract is the same property as was conveyed by J. L. Lavander, an unmarried man, to James B. Drake, on to-wit: February 15th, 1928, as evidenced by warranty deed recorded in Vol. 85 of deeds, page 397 in the Probate Office of Shelby County, Alabama.

Also, a certain tract or parcel of land, known as the "Lovisa Griffin Lands", and more particularly described as follows: Commencing at a point on "Prairie Branch", 666 yards South of where the East and West Section line, between Sections 15 and 22, Township 20, Range 3 West, crosses said Branch; thence South (and up said Branch) 214 yards to where the forty line crosses said branch; thence East along a ditch, and continuing East along the forty line to the Section line between Sections 22 and 23, Township 20 South, of Range 3 West; thence North along said Section line 214 yards to land owned by T. B. Mullen on April 21, 1913; thence West along the boundary line of said T. B. Mullen land to the point of commencement; said tract containing 20 acres, more or less.

*The indebtedness secured by this mortgage has been fully paid and this mortgage is cancelled this the 28th day of Oct. 1952 - Oliver B. Hall*

Also, 15 acres in the Southwest Quarter of the Northwest Quarter of Section 23, Township 20, Range 3 West, more particularly described as follows: Commencing at a point on the Section line, between Sections 22 and 23, Township 20, Range 3 West, 165 yards North of the SW corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 23, Township 20, Range 3 West, and run thence North along said Section line 165 yards to the T. B. Mullins land; thence East 440 yards to the East line of said forty acre tract; thence south 165 yards along said land line, thence west 440 yards to the point of commencement.

Said two tracts last above mentioned together make up the entire property conveyed by Helena Land Company to James B. Drake, by quit claim deed, dated April 21st, 1913, and recorded in Vol. 51 of deeds, page 639 in the Probate Office of Shelby County, Alabama.

All of the foregoing described tracts of land together make up one tract, containing 135 acres, more or less, and known as the "Drake Farm", near Helena, in Shelby County, Alabama.

Said property is conveyed subject to an easement in favor of Alabama Power Company for construction, operation and maintenance of power lines over, on and across said property and an easement in favor of Southern Natural Gas Company for construction, operation and maintenance of gas mains over, on and across said lands, and an easement in favor of Plantation Pipe Line Company for construction, operation and maintenance of a gasoline pipe line over, on and across said property, all of which easements are of record in the Probate Office of Shelby County, Alabama.

There is excepted out of said property, not warranted, but hereby conveyed that portion of said property as is located in the public road, running across said property;

warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, the above granted premises unto the said mortgagee, his heirs and assigns forever, and for the purpose of further securing the payment of said promissory note does hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should I make default in the payment of same, the said mortgagee may at his option pay off the same; and to further secure said indebtedness first above named I agree to keep said property insured for at least its reasonable insurable value, loss, if any, payable to the said mortgagee as his interest may appear, and if I fail to keep said property insured as above specified, then the said mortgagee may, at his option, insure said property for said sum for his own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said mortgagee shall become a debt to said mortgagee additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said mortgagee and shall be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if the said mortgagor pays said note and reimburses said mortgagee for any amounts he may have expended as taxes, assessments or other charges and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said mortgagee, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said mortgagee or of his 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 the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said mortgagee, his agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and, after giving notice, by publication once a week for 3 consecutive weeks of the time, place and terms of sale, by publication in some newspaper published in Shelby County, and State of Alabama, to sell the same, as a whole or in parcels, in front of the courthouse door, of said last named County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; and second, to the payment of any amounts that may have been expended or that may then be necessary

to expend, in paying insurance, taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note 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 mortgagor; and I further agree that said mortgagee, his agents and assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and I further agree to pay a reasonable attorney's fee to said mortgagee or his assigns, for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part of the debt hereby secured.

The debt hereby secured is the unpaid balance of the purchase price of the above described property.

WITNESS our hands and seals, this 26 day of February, 1951.

WITNESS

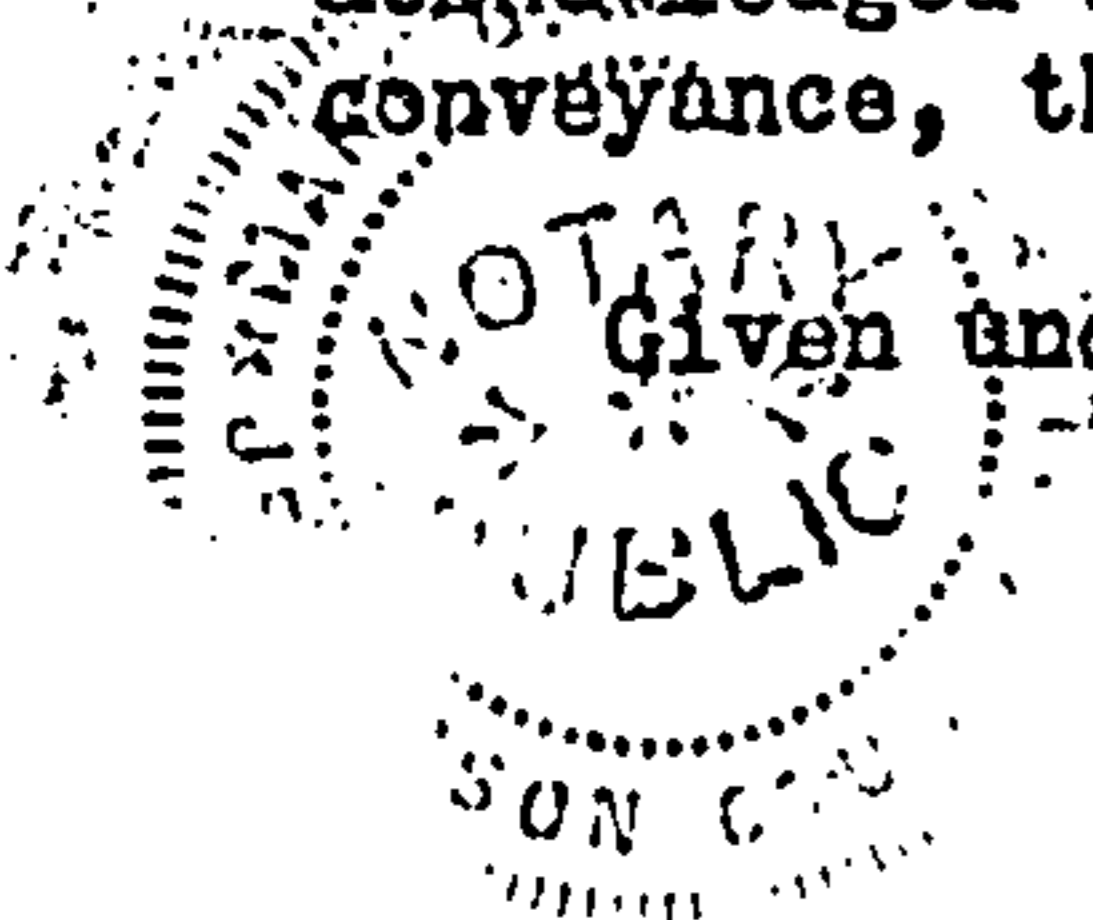
J. W. Gellon  
W. W. Haynes

Harry W. Dearing, Jr. (SEAL)  
Harry W. Dearing, Jr.  
Thelma L. Dearing (SEAL)  
Thelma L. Dearing

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Mary G. Morland, a Notary Public in and for said County, in said State, hereby certify that Harry W. Dearing, Jr. and wife Thelma L. Dearing 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 26 day of February, 1951.



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 4/23  
1951  
RECORDED & \$1 MTG. TAX  
& \$1 DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Mary G. Morland  
Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Mary G. Morland, a Notary Public in and for said County, in said State, do hereby certify that on the 26 day of February, 1951, came before me the within named Thelma L. Dearing, known to me to be the wife of the within named Harry W. Dearing, Jr. who, being examined separate and apart from the husband, touching her signature to the within mortgage, acknowledged that she signed the same of her own free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this 26 day of February, 1951.

Mary G. Morland  
Notary Public

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This Mortgage is cancelled as the indebtedness, secured hereby, is now fully paid. This the 28<sup>th</sup> day of Oct. 1952  
Olin Byrd