

599

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned

Raum S. Randall is
justly indebted to JEFFERSON FEDERAL SAVINGS & LOAN ASSOCIATION OF BIRMINGHAM in the
sum of SEVEN THOUSAND FIVE HUNDRED AND NO/00 - - - - - Dollars,
(\$7,500.00), evidenced by one promissory note of even date herewith, with interest at the rate as set forth
in said note, payable in monthly payments of SIXTY-FIVE AND 34/00 - - - - - Dollars (\$ 65.34)

on the 11th day of each and every month commencing February 11, 1960, each of said payments to
be applied first to the payment of interest on the then unpaid balance of principal, and the remainder of said pay-
ment to be applied upon the principal indebtedness until the entire indebtedness has been paid in full; and the un-
dersigned may become further indebted to the mortgagee for additional advances by the mortgagee to the mortgagors,
or their successors in title for any purpose at any time before the release and cancellation of this mortgage, but at no
time shall this mortgage secure advances on account of said original note together with such additional advances in a
total sum in excess of 20% of original amount of loan, provided that nothing herein contained shall be considered
as limiting the amount that shall be secured hereby when advanced to protect the security or in accordance with cove-
nants contained in this mortgage; and, whereas, it is desired by the undersigned to secure the prompt payment of said
indebtedness and any additional advances made by the mortgagee to the mortgagors or their successors in title, as pro-
vided herein, with interest when the same falls due;

NOW, THEREFORE, in consideration of said indebtedness or any additional note or advance agreement, as
provided for in this mortgage, and to secure the prompt payment of the same at maturity, we, the undersigned, herein-
after called "Mortgagors," do hereby Grant, Bargain, Sell and Convey unto the said JEFFERSON FEDERAL
SAVINGS & LOAN ASSOCIATION OF BIRMINGHAM, a body corporate, hereinafter called "Mortgagee," the fol-
lowing-described real property situated in ~~Jefferson~~ County, Alabama, to-wit:
Shelby

The E $\frac{1}{2}$ of W $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24
Township 19 South Range 1 West. Also all
that part of the E $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of
Section 25 Township 19 South Range 1 West,
that lies North of the Florida Short Route
Highway right of way. Containing 15 acres
more or less.

BOOK 2113 PAGE 433
together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway
appertaining including any after acquired title and any improvements, equipment, fixtures and accessories now on
said real property or hereafter placed thereon, including but not limiting the generality hereof, all heating, lighting,
plumbing, cooking and refrigerating equipment, attached to or used in connection with the real estate hereinabove
described which shall be deemed to be fixtures and a part of the realty and are a portion of the security for the in-
debtedness herein mentioned, all of said property being warranted free from all encumbrances and against any adverse
claims.

TO HAVE AND TO HOLD, unto the said mortgagee, its successors and assigns forever.

The Mortgagors do hereby covenant and agree as follows: To keep the buildings and improvements now existing or hereafter to be
erected or placed on said mortgaged premises in good repair and constantly insured, in companies acceptable to the Mortgagee, up to
their full insurable value, against loss by fire, windstorm and such other causes as the Mortgagee may hereafter require, and to deliver to

See Release in Klee Book 207 page 521

said Mortgagee the policies of insurance and their renewals when due, in such form as the Mortgagee may elect, such policies to be made payable to the Mortgagee as its interest may appear by mortgage clause approved by it; to suffer and permit no nuisance to exist upon said premises, and no unlawful use thereof, and no other act upon said premises (or omission to act), that may impair or diminish the value of the mortgaged property or the security intended to be effected by virtue of this instrument; to pay all taxes, special assessments, bills for repairs, and any and all expenses incident to the ownership of the mortgaged property when due and payable, in order that no lien superior to that of the Mortgagee may be created against the property during the term of this mortgage, and to exhibit, upon demand, at the office of the Mortgagee, all receipts for said taxes and assessments. In case of failure of the Mortgagors so to do, the Mortgagee may insure said property, pay such taxes or special assessments; or redeem said premises from any tax sale, or purchase any tax title obtained, or that shall be obtained thereon; and the Mortgagee may, at any time, pay or settle any and all suits or claims for liens of mechanics or material men or any other claims that may be against said premises, or to make repairs and improvements to said premises; and all moneys paid for any such purpose, and any other moneys disbursed by the Mortgagee to protect the lien of the mortgage shall be added to the unpaid balance of the aforesaid obligation as of the first day of the then current month and become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of the lands and premises aforesaid, if not otherwise paid by said Mortgagors; and it shall not be obligatory to inquire into the validity of such tax deed, taxes or special assessments, or of sales therefor, or of liens of mechanics or material men, or into the necessity of such repairs and improvements in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance or expend money for taxes or special assessments, or for other purposes aforesaid, including repairs and improvements.

It is understood and agreed by and between the Mortgagee and the Mortgagors that: It is the intent and purpose of this mortgage to secure the payment of the above note and any additional advances made by the mortgagee to the mortgagors or their successors in title, as provided herein, whether the entire amount shall have been advanced to the Mortgagors at the date hereof, or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in this mortgage plus any amount or amounts that may be added to the mortgage indebtedness under the terms of the immediately preceding paragraph. And that upon the full payment of said obligations and upon performance of all of the covenants and agreements herein contained to be done and performed by the said Mortgagors, the said Mortgagee will release this mortgage at the Mortgagors' expense. All rights and obligations under this mortgage shall extend to and be binding on the several heirs, executors, administrators, successors and assigns of the parties hereto.

Whenever the word "Mortgagors" occurs in this instrument, it shall be held to mean "Mortgagor" when only one person signs this instrument, and shall also be held to mean at any time the person or persons who have acquired legal possession of the property covered by this mortgage; likewise, the words, "him," or "himself," shall be held to mean "her" or "herself," or "they," or "themselves," according to the sex and number of the Mortgagors.

Upon default in the payment of any sum evidenced by said note or any additional note or advance agreement, as provided for in this mortgage and secured by this mortgage, either principal or interest, or in the payment of any other sum which may be a charge upon the property described in this mortgage under the terms thereof; or the making of any contract or agreement by the Mortgagors whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises; or in case of actual or threatened alteration, repair, addition to, and demolition or removal of any building on the mortgaged premises without the consent of the Mortgagee first had and obtained in writing; or in case any act is done or suffered to be done by the Mortgagors whereby the security of this mortgage shall be weakened, diminished or impaired; or upon the sale or transfer of the mortgaged property without the written permission or consent of the Mortgagee; or upon the filing of proceedings in bankruptcy by or against the Mortgagors, or the institution of any legal proceeding to enforce a mortgage or other lien against the property covered by this mortgage; or upon the default of the Mortgagors in the performance of any one of the covenants or agreements contained herein upon their part to be done and performed, the Mortgagee may at its option, declare the entire principal indebtedness evidenced by the note secured by this mortgage, with interest thereon, or any other charge against said property under the terms of this mortgage, due and payable, and take possession of said property and appropriate the rents, issues and profits therefrom to the payment of any sum secured by this mortgage or any prior charge against the mortgaged premises or to the expenses of foreclosing this mortgage, and may proceed to foreclose this mortgage under the power contained herein, or by a proceeding in a court of competent jurisdiction.

In the event of the happening of any one of the events enumerated in the last preceding paragraph, the Mortgagors do hereby authorize the Mortgagee to take possession of the mortgaged property, and with or without taking possession of said property after advertising the time, place and terms of sale, for three successive weeks immediately prior to said sale in some newspaper published in the County in which the above described premises or a part thereof is situated, proceed to sell the property covered by this mortgage in lots or parcels or en masse as mortgagee, agents or assigns deem best, at the Court House door in the County in which the above described premises or a part thereof is situated, at public outcry, to the highest bidder for cash, the proceeds of said sale to be applied first; To the payment of any liens for taxes, assessments or other prior charges against the property, and second: To the payment of the expenses of said sale, including the cost of advertising, and reasonable attorney's fees, the cost of executing and recording deeds to the purchaser; third: Any balance to the payment of the indebtedness evidenced by said note or any additional note or advance agreement, as provided for in this mortgage and secured by this mortgage, including interest to the date of sale and any other sum which may be a charge upon the premises described in this mortgage under the terms hereof, and fourth: Any balance shall be paid to the Mortgagors. The undersigned Mortgagors do hereby authorize and empower the Mortgagee to bid for and become the purchaser of the property described in this mortgage or any portion thereof, whether said sale be made under the power contained in this mortgage, or under decree of some court of competent jurisdiction, and do hereby authorize the attorney for the Mortgagee or the auctioneer making said sale, to execute deed to the purchaser at any sale of the premises covered by this mortgage, thereby vesting in the purchaser all right, title and interest of the Mortgagors in and to all of the property, of whatsoever kind, covered by this mortgage, and undersigned further agree to pay a reasonable attorney's fee to Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, this 11th day of November 1959.

WITNESSES:

Billy West
Paul Wingo

Raum S. Randall (SEAL)
Ethel B. Randall (SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

STATE OF ALABAMA,
Jefferson County

I, Billy West, a Notary Public in and for said County, in said State, hereby certify that

Raum S. Randall and wife, Ethel B. Randall, whose
name(s) 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 the conveyance, they executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal, this the 11th day of November, 1959.

Billy West
Notary Public.

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within 12
was filed for record the 12 day of Nov 1959 at 11 o'clock AM and
recorded in 263 Record at page 433 and the Mortgage Tax 21.25
Deed Tax 1 has been paid.

Conrad M. Fowler
Judge of Probate