

The State of Alabama }
SHELBY ~~Jefferson~~ County

9430

Know All Men By These Presents, That whereas the undersigned
J. R. Alexander , is
justly indebted to Jessie F. Gullledge

(hereinafter called Mortgagee)

in the sum of Fifteen Hundred (\$1500.00) & No/100 Dollars

evidenced by five promissory note s bearing even date with this mortgage and being for the sum of \$300.00 each. The first of said notes is due and payable on or before January 30, 1954 and one other note is due and payable on or before the 30 day of January each year until the entire sum is paid in full. Each of said notes bears its own interest from date at the rate of 6% per annum and is payable on or before due date.



19720410000018770 1/2 \$.00
Shelby Cnty Judge of Probate, AL
04/10/1972 12:00:00 AM FILED/CERT

and whereas the said J. R. Alexander, is
desirous of securing the prompt payment of said indebtedness with interest when the same falls due,
NOW THEREFORE, IN CONSIDERATION of the said indebtedness, and to secure the prompt payment
of the same at maturity, I the said
J. R. Alexander

do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property
situated in SHELBY ~~Jefferson~~ County, State of Alabama, to-wit:

The East half (E $\frac{1}{2}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section 21,
Township 20, Range 1 West, except 5 acres in the Southwest
corner being 5 acres owned and in possession of James
Patterson.

This is a purchase money mortgage given to secure the balance
due on purchase price.

*Paid
Aug. 22, 1955
Jessie F. Gullledge*

BOOK 273 PAGE 667

said property is warranted free from all incumbrances and against any adverse claims.

To Have And To Hold the above granted premises unto the said Mortgagee, her 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; 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, 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 at Columbiana said County and State, sell the same in lots or parcels on a masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, in Columbiana, Ala. 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 I

have hereunto set my signature and seal, this 30 day of January, 1953.

Witnesses:

J. R. Alexander (SEAL)
(J. R. Alexander)

(SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA

JEFFERSON

County.

I, M. C. Croes

hereby certify that J. R. Alexander,

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

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

30

day of

January

19 53.

Notary Public.



19720410000018770 2/2 \$.00
Shelby Cnty Judge of Probate, AL
04/10/1972 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1972 APR 10 PM 1:43
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE
Cecil M. Bowen

MORTGAGE DEED

THE STATE OF ALABAMA

Jefferson County

I, J. R. Alexander

Judge of the Probate Court of said County, hereby certify that the foregoing conveyance was filed for registration in this office on the

day of February 1953
and was recorded in Vol. 226

Record of Deeds, pages 244
on the 17 day of Feb. 1953

Judge of Probate.

Mtg. Tax \$ 2.25
Recording Fee \$ 1.80
Total \$ 4.05 due

THIS FORM FROM
TITLE GUARANTEE & TRUST CO.

TITLE INSURANCE — ABSTRACTS
TRUSTS

Birmingham, Alabama

2.00

mailed 5-3461
J. R. Alexander
pd by

TO

Jessie F. Gullledge

8540 12 Ave No

12 Ave No