

JOHN E. MARTIN, ET ALS,

PLAINTIFFS

VS.

LOWELL BONDS,

DEFENDANT

IN THE CIRCUIT COURT OF

SHELBY COUNTY, ALABAMA



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 Shelby Cnty Judge of Probate, AL
 07/25/1978 12:00:00 AM FILED/CERT

CASE NO. CV-77-135

FINAL JUDGMENT

This cause coming on further to be heard for final judgment upon the Report Of Real Estate Sale, Real Estate Mortgage, And Settlement Of Case made pursuant to the former Judgment Authorizing Settlement of this Court heretofore entered on the 22nd day of May, 1978, and it appearing to the satisfaction of the Court that said Report Of Real Estate Sale, Real Estate Mortgage, And Settlement Of Case was filed in this cause on the 6th day of June, 1978, read, and ordered to lie over for a period of five days thereafter, as previously ordered by this Court.

It further appearing to the satisfaction of the Court that said Report of Real Estate Sale, Real Estate Mortgage, And Settlement Of Case has lain over for exceptions for said term of five days as prescribed by the Court and that no objections or exceptions thereto have been made or filed.

And it further appearing to the satisfaction of the Court from said Report Of Real Estate Sale, Real Estate Mortgage, And Settlement Of Case that, in strict conformity with and pursuant to the terms and provisions of said former Judgment Authorizing Settlement And Authorizing Real Estate Sale And Mortgage which was entered in this cause on the 22nd day of May, 1978, the Plaintiffs in this cause, namely, Joyce Martin, Joyce Martin, as Administratrix of the Estate of John E. Martin, Deceased, John C. Martin, Gary E. Martin, and Joey Wayne Martin, a minor, who sues by and in the name of Joyce Martin, his Guardian, sold at private sale and closed the proposed real estate sale to Sidney Vick and wife, Joan Vick, in accordance with the terms and provisions of the Real Estate Sale Contract which is attached as Exhibit "A" to the Petition For Settlement on file in this cause, said sale being at and for the cash sum of Fourteen Thousand Five Hundred and No/100 (\$14,500.00) Dollars, Joyce Martin, as Guardian of Joey Wayne Martin, a minor joining in the execution of the deed conveying the title of said Joey Wayne Martin in and to said property to said Sidney Vick and wife, Joan Vick, a copy of the deed of conveyance to said Sidney Vick and wife, Joan Vick, being attached hereto as Exhibit "One" and being by reference hereto made a part hereof.

BOOK 26 PAGE 426

BOOK

W. E. H. 2.

A. B. Fisher

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED, AND DECREED by the Court that said sale to Sidney Vick and wife, Joan Vick, by the Plaintiffs in this cause of the real property more particularly described in said copy of deed which is attached hereto as Exhibit "One" for the cash sum of Fourteen Thousand Five Hundred and No/100 (\$14,500.00) Dollars was fairly conducted and that the said sale, and the original deed of which Exhibit "One" attached hereto is a copy, are, in all respects, hereby approved, ratified, and confirmed by this Court, and the delivery of said deed to said Sidney Vick and wife, Joan Vick is also in all respects hereby approved, ratified, and confirmed by this Court.

And it further appearing to the satisfaction of the Court from said Report of Real Estate Sale, Real Estate Mortgage, And Settlement Of Case that, in strict conformity with and pursuant to the terms and provisions of said former Judgment Authorizing Settlement And Authorizing Real Estate Sale And Mortgage which was entered in this cause on the 22nd day of May, 1978, said Plaintiffs in this cause closed the proposed real estate mortgage to The First National Bank & Trust Company of Eustis in accordance with the terms and provisions of the letter of commitment for said proposed loan from said First National Bank & Trust Company of Eustis which is attached as Exhibit "B" to the Petition For Settlement on file in this cause, said real estate mortgage securing a loan in the amount of Twenty Five Thousand and No/100 (\$25,000.00) Dollars, Joyce Martin, as Guardian for Joey Wayne Martin, a minor, joining in the execution of said real estate mortgage and said real estate mortgage note for which said mortgage secures payment, a copy of said real estate mortgage note being attached hereto as Exhibit "Two" and by reference hereto being made a part hereof, and a copy of said real estate mortgage being attached hereto as Exhibit "Three" and by reference hereto being made a part hereof.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED, AND DECREED by the Court that said real estate mortgage loan in the amount of Twenty Five Thousand and No/100 (\$25,000.00) Dollars by the Plaintiffs from The First National Bank & Trust Company of Eustis, and the execution of the real estate mortgage note by the Plaintiffs promising the repayment of said loan as shown by a copy of said real estate mortgage note which is attached hereto as Exhibit "Two", and the execution of the real estate mortgage by the Plaintiffs



securing the repayment of said real estate mortgage note, as shown by a copy of said real estate mortgage which is attached hereto as Exhibit "Three", were fairly conducted, and said loan, and said real estate mortgage note of which Exhibit "Two" attached hereto is a copy, and said real estate mortgage of which Exhibit "Three" attached hereto is a copy, are, in all respects, hereby approved, ratified, and confirmed by this Court, and the delivery of said real estate mortgage note and said real estate mortgage to said The First National Bank & Trust Company of Eustis is also in all respects hereby ratified, approved, and confirmed by this Court.

And it further appearing to the satisfaction of the Court from said Report of Real Estate Sale, Real Estate Mortgage, and Settlement Of Case, that, in strict conformity with and pursuant to the terms and provisions of said former Judgment Authorizing Settlement And Authorizing Real Estate Sale And Mortgage which was entered in this cause on the 22nd day of May, 1978, as soon as said real estate sale and said real estate mortgage had been closed and the Plaintiffs had in hand the necessary sum of Thirty Nine Thousand Five Hundred and No/100 (\$39,500.00) Dollars, they delivered the said sum of Thirty Nine Thousand Five Hundred and No/100 (\$39,500.00) Dollars to the Defendant, Lowell Bonds, for and in exchange for his statutory warranty deed, a copy of the same being attached hereto as Exhibit "Four" and being by reference hereto made a part hereof, the same conveying to the Plaintiffs title to the real estate more particularly described therein, said deed designating as the grantees thereof "Joyce Martin, for and during the term of her natural life and Joey Wayne Martin, for and during the term of his legal minority, and upon the removal of the disabilities of non-age of said Joey Wayne Martin, and upon the death of said Joyce Martin, in fee simple to John C. Martin, Gary E. Martin, and Joey Wayne Martin, share and share alike," as shown therein.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED, AND DECREED by the Court that said settlement in this cause by the Plaintiffs and the Defendant by the Plaintiffs paying to the Defendant said sum of Thirty Nine Thousand Five Hundred and No/100 (\$39,500.00) Dollars in exchange for the execution by the Defendant of the statutory warranty deed conveying the real estate



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Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

more particularly described in said copy of deed which is attached hereto as Exhibit "Four", and the delivery thereof by the Defendant to the Plaintiffs— was fairly conducted, and said conveyance, and the original statutory warranty deed of which Exhibit "Four" attached hereto as a copy, are, in all respects, hereby approved, ratified, and confirmed by this Court, and the delivery of said statutory warranty deed to said Plaintiffs by said Defendant is also in all respects hereby approved, ratified, and confirmed by this Court.

Unpaid costs of Court herein accrued be, and the same are hereby, taxed against the Plaintiffs, for which execution may issue.

DONE AND ORDERED this 19TH day of June, 1978.



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Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

James H. Sharbutt
Circuit Judge

STATE OF ALABAMA
SHELBY COUNTY

I, Kyle Lansford, Register of the Circuit Court for Shelby County, Alabama, do hereby certify that the foregoing Final Judgment is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said Final Judgment is on file and enrolled in my office, and the costs has been paid.

Witness my hand and seal this the 19th day of June, 1978.

Kyle Lansford
Register, Circuit Court

(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA

Form 1-1-5 Rev. 1-66

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

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Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

That in consideration of Fourteen Thousand Five Hundred and No/100 (\$14,500.00) DOLLARS

the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Joyce Martin, a widow; John C. Martin and wife, Deborah Lynn Martin; Gary E. Martin, an unmarried man; Joey Wayne Martin, a minor, by his Guardian, Joyce Martin, and Joyce Martin, as Administratrix of the Estate of John E. Martin, Deceased

(herein referred to as grantors) do grant, bargain, sell and convey unto

Sidney Vick and wife, Joan Vick

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated

Shelby County, Alabama to-wit:

Commence at the SW corner of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 4, Township 24 North, Range 12 East, Shelby County, Alabama; thence run South 86 deg. 05 min. West a distance of 44.73 feet to the Southeast right of way of Highway #25; thence run North 50 deg. 07 min. East 127.53 feet along said right of way; thence run North 50 deg. 58 min. East along said right of way a distance of 71.14 feet; thence run South 39 deg. 02 min. East along said right of way a distance of 15.0 feet; thence run North 50 deg. 58 min. East along said right of way a distance of 82.0 feet to Wilson Creek; thence continue North 50 deg. 58 min. East along said right of way a distance of 118.0 feet; thence run North 39 deg. 02 min. West along said right of way a distance of 15.0 feet; thence run North 50 deg. 58 min. East along said right of way a distance of 399.35 feet; thence run North 50 deg. 19 min. East along said right of way a distance of 341.33 feet for a point of beginning; thence run South 34 deg. 12 min. East a distance of 210.72 feet; thence run South 15 deg. 19 min. East a distance of 160.95 feet; thence run North 81 deg. 57 min. East a distance of 187.87 feet to paved County Highway #73; thence run North along said Highway boundary 240.0 feet; thence run North 55 deg. 32 min. West 286.2 feet to a point on the SE boundary of Alabama Highway #25; thence run SW with said Highway boundary 171.0 feet to the point of beginning, containing two (2) acres, more or less. Property herein described is located in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 4, Township 24 North, Range 12 East, Shelby County, Alabama, according to survey of Roy H. Moore, Registered Land Surveyor, dated April 18, 1978.

Subject to easements and rights of way of record.

The execution of this deed conveying the undivided interest of Joey Wayne Martin, a minor, in and to the above described property has been authorized by a judgment rendered by the Circuit Court of Shelby County, Alabama, in the case of John E. Martin, et al, vs. Lowell Bonds, being

(continued on back)

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 25th day of May, 1978

Joey Wayne Martin, a minor by his Guardian

Witness: Joyce Martin

Gary E. Martin (Seal)

Joyce Martin (Seal)

Joyce Martin, as Administratrix of the

Estate of John E. Martin, Deceased (Seal)

Joyce Martin (Seal)

John C. Martin (Seal)

Deborah Lynn Martin (Seal)

Deborah Lynn Martin (Seal)

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State,

hereby certify that Joyce Martin, a widow

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 she executed the same voluntarily

on the day the same bears date.

Given under my hand and official seal this 25th day of May, A. D., 1978.

Notary Public.

Case No. CV-77-135, on the 22nd day of May, 1978, said Joey Wayne Martin, by his Guardian, Joyce Martin, having been authorized and directed by said Court as a part of said judgment to execute a deed conveying the interests of said Joey Wayne Martin in and to the above described lands to the grantees herein.



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Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

BOOK 26 PAGE 431

RETURN TO

WARRANTY DEED
JOINTLY FOR LIFE WITH REMAIN
TO SURVIVOR

THIS FORM FROM
LAWYERS TITLE INSURANCE CO.
Title Insurance
BIRMINGHAM, ALA.

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John C. Martin and wife, Deborah Lynn Martin 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of May, 1978.

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Ann P. Snow
Notary Public

STATE OF FLORIDA
COUNTY OF 1st

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary E. Martin, an unmarried man 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 26 day of May, 1978.

Notary Public, State of Florida at Large
My Commission Expires Dec. 14, 1981

Ann P. Snow
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joyce Martin, whose name as Guardian of Joey Wayne Martin, a minor, 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 she in her capacity as/ such Guardian executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of May, 1978.

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Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

Ann P. Snow
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joyce Martin whose name as Administratrix of the Estate of John E. Martin, 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 she in her capacity as/ such Administratrix executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of May, 1978.

Ann P. Snow
Notary Public

REAL ESTATE MORTGAGE NOTE

\$ 25,000.00

Columbiana
~~XXXXXX~~, Alabama, May 25, 1978

The undersigned, for value received, promise to pay to the order of The First National Bank & Trust
Company of Eustis

the sum of Twenty Five Thousand and No/100-----Dollars,

together with interest upon the unpaid portion thereof from date at the rate of 8 per cent per annum, ~~annually~~
Interest payable quarterly with the first quarterly interest payment due August 25, 1978
~~interest of~~ The entire balance of all principal and all accrued and unpaid ~~Dollars~~
interest shall be due and payable on May 25, 1979.
~~payable on~~-----

until said sum is paid in full, payable at The First Natl. Bank & Trust Co. of Eustis, Eustis, Florida
~~Alabama~~ or at such other place or places as the owner or holder hereof may from time to time designate. All payments
shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments
shall bear interest at 8% per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms
of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due,
the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and
payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and
agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by
each and every maker and endorser of this note.

The execution of this real estate mortgage note and the separate real estate mortgage
securing payment thereof has been authorized by a judgment rendered by the Circuit Court
of Shelby County, Alabama, in the case of John E. Martin, et als, vs. Lowell Bonds, being
Case No. CV-77-135 on the 22nd day of May, 1978, said Joey Wayne Martin, by his Guardian,
Joyce Martin, having been authorized and directed by said Court as a part of said judgment
to execute this real estate mortgage note and said real estate mortgage for and on behalf
of said Joey Wayne Martin, a minor.

This note is given, executed and delivered under the seal of the undersigned.

[Signature] (L.S.)
John E. Martin (L.S.)
Joyce Martin (L.S.)
____ (L.S.)

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BOOK



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Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA

BOOK 011 PAGE 499

Form 1-1-22 Rev. 1-65

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Joyce Martin, a widow; John C. Martin and wife, Deborah Lynn Martin; Gary E. Martin an unmarried man; Joey Wayne Martin, a minor, by his Guardian, Joyce Martin, and Joyce Martin, as Administratrix of the Estate of John E. Martin, Deceased

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

The First National Bank & Trust Company of Eustis

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

of Twenty Five Thousand and No/100-----Dollar
(\$ 25,000.00), evidenced by one Real Estate Mortgage Note for said sum,



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Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

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BOOK

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, Joyce Martin, a widow; John C. Martin and wife, Deborah Lynn Martin; Gary E. Martin, an unmarried man; Joey Wayne Martin, a minor, by his Guardian, Joyce Martin, and Joyce Martin, as Administratrix of the Estate of John E. Martin, Deceased

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:

A parcel of land containing one (1) acre, more or less, located in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 4, Township 24 North, Range 12 East, Shelby County, Alabama, described as follows: Commence at the intersection of the Southeast boundary of Alabama Highway #25 and the West boundary of County Highway #73 for a point of beginning of this description; thence run South along the West boundary of County Highway #73 a distance of 376.0 feet; thence run North 55 deg. 32 min. West 286.2 feet to a point on the Southeast boundary of Alabama Highway #25; thence run North 47 deg. 47 min. East with the said Highway boundary 318.6 feet to the point of beginning, according to survey of Roy H. Moore, Registered Land Surveyor dated April 18, 1978.

AND SITUATED IN CHILTON COUNTY, STATE OF ALABAMA
TO-WIT:

Beginning at the intersection of the Montevallo-Jemison and the Old Birmingham Highway running North 435 feet to an old iron stake, the point of beginning; from iron stake on Old Birmingham Highway running North 635 feet; thence West 210 feet; thence North 105 feet; thence West 550 feet to the Old Montevallo Dirt Road; thence South 300 feet; thence South East 586 feet and thence East 293 feet to the point of beginning at iron stake. This parcel of land containing 11 acres, more or less, and being a part of that property described in deed executed by W. A. Sims and wife, A. J. Sims to Tressie A. Haggard on November 23, 1971, which property is situated in SE $\frac{1}{4}$ of Section 32, Township 24, Range 13 in Chilton County Alabama.

Commencing at the point where the East right of way line of the Old Montgomery and Montevallo Highway crosses the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 32, Township 24, Range 13, and from said point of beginning run thence East along the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ 550 feet, more or less, and to the West line of the Tom Killipworth property; run thence in a Northerly direction and parallel with the Old Montgomery and Birmingham Highway 260 feet and to a point; thence run West and to the East right of way line of the Old Montgomery and Montevallo Highway and thence run in a Southerly direction along the East right of way line of said Old Montgomery and Montevallo Highway 260 feet, more or less, and to the point of beginning.

All of the above described property being situated in Chilton County, Alabama, but LEAVING AND EXCEPT the following described parcel conveyed to James L. Richards, Jr. and wife, Jean Richards by a warranty deed dated December 11, 1971, and recorded in Book 581 at page 508, Office of the Judge of Probate, Chilton County, Alabama.

A lot or parcel of land lying and being situated in the SE $\frac{1}{4}$, Section 32, Township 24 North, Range 13 East, and described as follows:

Commencing at the NE corner of the SE $\frac{1}{4}$, Section 32, Township 24 North, Range 13 East; thence run South 86 deg. 15 min. West 777.2 feet to the West right of way line of Old U.S. Highway 5; thence run South 0 deg. 30 min. East along said right of way line a distance of 100 feet to the point of beginning of the land here conveyed and from said point a

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 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, 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 Joyce Martin, a widow; John C. Martin and wife, Deborah Lynn Martin; Gary E. Martin, an unmarried man; Joey Wayne Martin, a minor, by his Guardian Joyce Martin, and Joyce Martin, as Administratrix of the Estate of John E. Martin, Deceased

have hereunto set OUR signatureS and seal, this _____ day of May, 19 78
Joey Wayne Martin, a minor by his Guardian
Joyce Martin (SEAL)
Joyce Martin (SEAL)
Joyce Martin (SEAL)
Joyce Martin, as Administratrix of the
Estate of John E. Martin, Deceased
John C. Martin (SEAL)
Deborah Lynn Martin (SEAL)
Gary E. Martin (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, _____ the undersigned, _____, a Notary Public in and for said County, in said State,
hereby certify that Joyce Martin, a widow

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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of May, 1978
Ann P. Snow Notary Public.

THE STATE of _____
COUNTY

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

whose name as _____ of _____
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 25 day of May, 19 78
_____, Notary Public

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Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

MORTGAGE DEED

THIS FORM FROM
Guylers Title Insurance Corporation
Title Guaratee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

the point of beginning, run thence South 89 deg. 30 min. West a distance of 210 feet to a point; thence run South 0 deg. 30 min. East for a distance of 210 feet to a point; thence run North 89 deg. 30 min. East for a distance of 60 feet to a point; thence run South 0 deg. 30 min. East for a distance of 450 feet and to the South line of the lands of the grantors; thence run North 86 deg. 40 min. East for a distance of 150 feet, more or less, and to the West right of way line of said Old U. S. Highway No. 31; thence run North 0 deg. 30 min. West for a distance of 660 feet and to the point of beginning.

The execution of this mortgage conveying the undivided interest of Joey Wayne Martin, a minor, in and to the above described property has been authorized by a judgment rendered by the Circuit Court of Shelby County, Alabama, in the case of John E. Martin, et als, vs. Lowell Bonds, being Case No. CV-77-135, on the 22nd day of May, 1978, said Joey Wayne Martin, by his Guardian, Joyce Martin, having been authorized and directed by said Court as a part of said judgment to execute a mortgage conveying the interests of said Joey Wayne Martin in and to the above described lands to the mortgagees herein.

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Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John C. Martin and wife, Deborah Lynn Martin 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of May, 1978.

Ann P. Snow
Notary Public

STATE OF FLORIDA
COUNTY OF LAKE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary E. Martin, an unmarried man 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 26th day of May, 1978.

BOOK 437
PAGE 26

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 16 1979
BONDED THRU GENERAL INS. UNDERWRITERS

Patricia E. Jones
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

19780725000095980 12/14 \$.00
Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joyce Martin, whose name as Guardian of Joey Wayne Martin, a minor, 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, she in her capacity as such Guardian executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of May, 1978.

Ann P. Snow
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joyce Martin whose name as Administratrix of the Estate of John D. Martin, 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, she in her capacity as such Administratrix executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of May, 1978.

Ann P. Snow
Notary Public

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS:

That in consideration of other valuable considerations and One and No/100 (\$1.00) Dollar

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged,
or we,
Lowell Bonds and wife, Melanie L. Bonds

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Joyce Martin, for and during the term of her natural life, and Joey Wayne Martin, for and during the term of his legal mind, and upon the removal of disabilities of non-age of said Joey Wayne Martin, and upon the death of said Joyce Martin, in fee simple to John C. Martin, Gary E. Martin, and Joey Wayne Martin, shall and share alike,
(herein referred to as grantee, whether one or more), the following described real estate, situated in
Chilton and Shelby County, Alabama, to-wit:

CHILTON COUNTY LANDS:

Beginning at the intersection of the Montevallo-Jemison and the Old Birmingham Highway and running North 435 feet to an old iron stake the point of beginning; from iron stake on the Old Birmingham Highway running North 635 feet; thence West 210 feet; thence North 105 feet; thence West 550 feet to the Old Montevallo Dirt Road; thence South 300 feet; thence South by East 586 feet and thence East 293 feet to the point of beginning at iron stake. This plot of land containing 11 acres, more or less, and being a part of the property described in the deed executed by W. A. Sims and wife, A. J. Sims to Tressie A. Haggard on November 23, 1929; which property is situated in Southeast Fourth of Section 32, Township 24, Range 13, in Chilton County, Alabama.

Commencing at the point where the East right of way line of the Old Montgomery and Montevallo Highway crosses the South line of the Southwest Fourth of the Southeast Fourth, Section 32, Township 24, Range 13, and from said point as the point of beginning run then East along the South line of the Southwest Fourth of the Northeast Fourth and the Southeast Fourth of the Northeast Fourth 550 feet, more or less, and to the West line of the Tom Killingsworth property, run thence in a Northerly direction and parallel with the Old Montgomery and Birmingham Highway 260 feet and to a point; thence run West and to the East right of way line of the Old Montgomery and Montevallo Highway and thence run in a Southerly direction along the East right of way line of said Old Montgomery and Montevallo Highway 260 feet, more or less, and to the point of beginning.

All of the above described property being situated in Chilton County, Alabama, but less and except the following described parcel conveyed to James L. Richards, Jr. and wife, Norma Jean Richards by a warranty deed dated December 11, 1971, and recorded in Book 581 page 508, Office of the Judge of Probate, Chilton County, Alabama.
(continued on back)

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

~~And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said GRANTEE their heirs and assigns that I am (we are) lawfully seized in fee simple of said premises; that the same are free from all encumbrances except those noted above; that I (we) have a good right to sell and convey the same as freely as that I (we) will and do; that my (our) heirs, executors and administrators shall not and do not defend the same to the said GRANTEE, their heirs and assigns; and against the lawful claims of all persons.~~

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 6th day of May June, 1978.

(Seal)
(Seal)
(Seal)
19780725000095980 13/14 \$.00
Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

Lowell Bonds (Seal)
Melanie L. Bonds (Seal)
(Seal)

STATE OF ALABAMA }
SHELBY COUNTY }

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Lowell Bonds and wife, Melanie L. Bonds whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before 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 6th day of May June, A. D., 1978

Martha B. Ferguson
Notary Public.

A lot or parcel of land lying and being situated in the Southeast Quarter, Section 32, Township 24 North, Range 13 East, and described as follows: Commencing at the Northeast corner of the Southeast Quarter, Section 32, Township 24 North, Range 13 East; thence run South 86 deg. 15 min. West 777.2 feet to the West right of way line of Old U. S. Highway 31; thence run South 0 deg. 30 min. East along said right of way line a distance of 105.0 feet and to the point of beginning of the land here conveyed and from said point as the point of beginning, run thence South 89 deg. 30 min. West a distance of 210 feet to a point; thence run South 0 deg. 30 min. East for a distance of 210 feet to a point; thence run North 89 deg. 30 min. East for a distance of 60 feet to a point; thence run South 0 deg. 30 min. East for a distance of 450 feet and to the South line of the lands of the grantors; thence run North 86 deg. 40 min. East for a distance of 150 feet, more or less, and to the West right of way line of said old U. S. Highway No. 31; thence run North 0 deg. 30 min. West for a distance of 660 feet and to the point of beginning.

SHELBY COUNTY LANDS:

All that part of the Southeast Quarter of the Southwest Quarter and all that part of the West Half of the Southeast Quarter of Section 4, Township 24, Range 12 East, which lies Southeast of the paved Montevallo-Centreville Highway (Highway No. 25). Also all that part of the Northwest Quarter of Northeast Quarter of Section 9, Township 24, Range 12 East, lying North of Wilsons Branch and West of the Old Montevallo-Selma Road, LESS AND EXCEPT a parcel of land containing 0.591 acres lying South and West of Wilson Creek heretofore conveyed to the Town of Wilton; and also LESS AND EXCEPT the following described parcel: A parcel of land situated in Section 4, and in Section 9, Township 24 North, Range 12 East, described as follows: Commence at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 4, Township 24 North, Range 12 East; thence run South 86 deg. 05 min. West a distance of 44.73 feet to the Southeast right of way of Highway No. 25; thence run North 50 deg. 07 min. East 127.53 feet along said right of way; thence run North 50 deg. 58 min. East along said right of way a distance of 71.14 feet; thence run South 39 deg. 02 min. East along said right of way a distance of 15.00 feet; thence run North 50 deg. 58 min. East along said right of way a distance of 82.00 feet to Wilson Creek, being the point of beginning of the property herein described; thence continue North 50 deg. 58 min. East along said right of way a distance of 118.00 feet; thence run North 39 deg. 02 min. West along said right of way a distance of 15.00 feet; thence run North 50 deg. 58 min. East along said right of way a distance of 399.35 feet; thence run North 50 deg. 19 min. East along said right of way a distance of 341.33 feet; thence run South 34 deg. 12 min. East a distance of 210.72 feet; thence run South 15 deg. 19 min. East a distance of 160.95 feet; thence run North 81 deg. 57 min. East a distance of 187.87 feet to paved County Highway; thence run South 1 deg. 49 min. West along the right of way of said County highway a distance of 612.43 feet, more or less, to Wilson Creek; thence Westerly along the meanderings of said Wilson Creek to the point of beginning. Containing 13.868 acres, more or less. Being situated in the Southwest Quarter of Southeast Quarter of Section 4 and in the Northwest Quarter of Northeast Quarter of Section 9, all in Township 24 North, Range 12 East.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1978 JUL 25 PM 1:17
JUDGE OF PROBATE

Rec. 21.00
Ind. 10.00
22.00

James W. Bonds
Melanie L Bonds

1978072500095980 14/14 \$.00
Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00 AM FILED/CERT

TO	WARRANTY DEED	STATE OF ALABAMA, County.	STATE OF ALA. SHELBY CO. I CERTIFY THIS 1978 JUN 20 PM 1:14 JUDGE OF PROBATE	Judge of Probate	LAWYERS TITLE INSURANCE CORPORATION Title Insurance BIRMINGHAM, ALA.	DEED TAX \$ RECORD FEE \$ TOTAL \$
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Rec 21.00