SBC 24014

Instrument was prepared by Log # 217 6310-B

(Name) ~~Gary Crumpton - BTNB~~

(Address) ~~PO Box 2233, Birmingham, AL 35201~~

MORTGAGE DEED

STATE OF ALABAMA
Jefferson COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Lummie T. Caldwell a single man

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

19801006000112890 1/2 $.00
Shelby Cnty Judge of Probate,AL
10/06/1980 12:00:00AM FILED/CERT

BIRMINGHAM TRUST NATIONAL BANK

(whether one or more, hereinafter called "Mortgagee"), in the sum of Principle Twelve Thousand and interest as provided in note Dollars ($ 12,000.00), evidenced by promissory note of even date herewith payable in 120 monthly instalments of $188.39 (120 @ $188.39), due onthe 3rd day of each month beginning October 3, 1980, until paid in full.

And Whereas, Mortgagors may hereafter become indebted to Mortgagee in a further sum or sums, and this conveyance is made for the security and enforcement of the payment of both said present and any such future indebtedness;

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And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof with interest and any further sum or sums for which Mortgagors may hereafter become indebted to Mortgagee;

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Lummie T. Caldwell a single man

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 lot in the SE ¼ of SW ¼ of Section 2, Townbhip 24 North Range 13 East described as follows: Commence at the NW corner of the SE ¼ of SW ¼ of section 2, Townbhip 24 North, Range 13 East; thence run east along the north line of said ¼-¼ section a distance of 902.38 feet to the point of Beginning; thence continue East along the North line of said ¼-¼ section a distance of 100.00 feet; thence turn an angle of 90 deg. 13' to the right and run a distance of 551.33 feet; thence turn an angle of 98 deg. 01' to the right and run a dstance of 100.99 feet; thence return an angle of 81 deg. 59' to the right and run a distance of 536.95 feet to the point of beginning Situated in the SE ¼ of th SW ¼ of Section 2, Township 24 North Renge 13 East Shelby County, Alabama.

BTNB is takin g a 2nd mortgage on this property.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

LAND TITLE COMPANY OF ALABAMA

17 N. 20TH STREET, BIRMINGHAM ALABAMA 35203

TO HAVE AND TO HOLD the above granted property unto Mortgagee, Mortgagee's successors and assigns forever, for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when due, legally upon said premises, and should default be made in the payment of same, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagors agree 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 Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and promptly to deliver said policies, or any renewal of said policies, to Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option insure property for said sum, for Mortgagee's own benefit, the policy, if collected, to be credited on said indebtedness, less costs of collecting same; and all amounts so expended by Mortgagee for taxes, assessments or insurance shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall be secured by this mortgage, and shall bear interest from date of payment by Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if Mortgagors pay all indebtedness secured hereby, including future advances, and reimburse Mortgagee or assigns for any amounts Mortgagee 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 Mortgagee or assigns, or should any indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of 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 debts hereby secured, then in any one of said events, the whole of the indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as provided by law in case of past due mortgages, and Mortgagee, its 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 day's notice, by publishing once a week for three consecutive weeks the time, place and terms of sale in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, its agents or assigns deem best, in front of the Court House door of the 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 expenses of advertising, selling and conveying, including a reasonable attorney's fee not to exceed 15% of the unpaid debt upon default; 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 the indebtedness hereby secured 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 Mortgagors; and the undersigned further agree that Mortgagee, its agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay to Mortgagee or assigns, a reasonable attorney's fee not exceeding 15% of the unpaid debt upon default 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

19801006000112890 2/2 $.00
Shelby Cnty Judge of Probate, AL
10/06/1980 12:00:00AM FILED/CERT

Lummie T. Caldwell a single man

have hereunto set his signature CO. and seal this 29th day of August, 19 80.

STATE OF ALABAMA SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1980 OCT -6 AM 10:58
JUDGE OF PROBATE

Mtg. 18.00
Rec 3.00
Int 1.00
22.00

Lummie T. Caldwell (SEAL)

(SEAL)

(SEAL)

(SEAL)

19801006000112890 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
10/06/1980 00:00:00 FILED/CERTIFIED

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THE STATE OF Alabama
Jefferson COUNTY

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

Lummie T. Caldwell a single 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of August, 19 80.

Bobbie J. McCrumb, Notary Public

My Commission Expires July 25, 1982

THE STATE OF
COUNTY

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

whose name as of the 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 the 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 29th day of Aug, 19

, Notary Public

Return to: Lawyers Title

TO

MORTGAGE DEED