2782 (10-7-85)	
o Bod	(
Book 34	
All An	į
_	

Shelby Cnty Judge of Probate, AL 10/07/1980 00:00:00 FILED/CERTIFIED

Cindy Anstrumentprienkenberica Cord.

NAME: 110 Green Springs Twy Homewood, Al.

MORTGAGE -

State of Alabama

COUNTY

Samuel I.. Adams and wife Marvel Adams

Know All Men By These Presents, that Whereas the undersigned Geroge Bibb Construction Co.

justly indebted two thousand seven hundred eighty nine and 92/30 (\$1789.52)

in the sum of

evidenced by I nondimpholement 34853 contract of even data and whereas it is desired by Albe understate his securic the phornic diagramment of spid hyteletations when the same talls and 29/00 (37.29), commencing on the 16th day of each month until paid in full.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned.

George Bibb Construction Co.

Shelby

do, or does, hereby grant, bargain, sell and convey unto the said

Kathy L. McElroy Samuel L. Adams and wife Marvel nightheting required lear bedinged gniwollot ent (segggtrom bisharraftenieren)

Parcel of thad the ining 0.34 acre, more or less, located in section 14, Township 20 south, Range 3 West, Shelby County, Alabama idescribed as Follows: 3rd October

Pegin at Al Sykes Corner, said corner being marked by on draw pin and being the same corner as refered to in Deed Books 129, Page H 557 as recoreded in the Office of The Judge of Probate, Shelby County, Alabama:

Thence run Fast a distance of 100 feet; thence run South a distnace of 150 feet: Thence run West a distance of 100 feet: Thence run North a distance of 150 feet to the point of Beginning. Also a 20 foot R.O.W. for the purpose of ingress and egress from the awove described Parcel and the Public Road.

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 forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, if required by the Mortgagee, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgages for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have Expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any surffexpended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of Said Mottgagee 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, or if the enforcement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 Mortgages shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving thirty (30) days notice by publishing once week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest builder for cash and apply the proceeds of sind sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding fifteen percent (15%) of the unpaid debt after default, where the original amount financed exceeds three hundred dollars, if this contract is referred for collection to an attorney not a salaried employee of the holder; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full,

France Courte

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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured. The reasonable attorney's fee shall not exceed fifteen percent (15%) of the unpaid debt after default where the original amount financed exceeds three hundred dollars, if this contract is referred for collection to an attorney not a salaried employee of the holder.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

granted to the hei	interest herein conveyed to said Mortga irs, and agents, and assigns, of said Mort YHEREOF, we have hereunto set our hands	tgagee, or to the successors an	nted to said Mortgagee in or by this med agents and assigns of said Mortgagee,	ortgage is hereby expressly conveyed a corporation.
on this the	day of	19		
WITNESSES:				•
		CAUTION-IT	IS IMPORTANT THAT YOU THOROUGHLY RE	AD THIS DOCUMENT BEFORE YOU SIEN
		1 /	Sam 10 1.0	Dans 5
			1) ////////////////////////////////////	
		• • • • • • • • • • • • • • • • • • •		411112 (S
	•	•		
	-			
	•	•••	y	(\$e
STATE OF Alak Shelby	General Ac	knowledgment		•
mic Tn	County)			
i, the undersi	gred. The Table To Marton	~~~ * *.	, Notary P	ublic in and for said County in said Sta
-		LUY And Wilfe Mars		
whose names	a research to the foregoing conveyance, an	id who are known to me, at	rel Adams , this dar that it	eing informed of the contents of the c
veyance thes	recuted the same voluntarily on the day t	the same bears date.	THIS	1) to TAX 2.70 3.00
			19:0 00-	TO MAY THE STATE
Given under m	ny hand and official seal this 3rd	diay of October	19:00 00978 07 AM 10:5	
	. • ·	•		4 Just - 10
•				Notary Public
Afranceine se		-	White Francisco	2.
MÀ COMMITZION EX	pires	Face age and a -1- 2 fer a 1-2 fer fer fer fer fer allan a appear para est a sp		
STATE OF	\		•	•
COUNTY OF	Corporate Acknowledgme	ent	· · · · · · · · · · · · · · · · · · ·	• • •,
COURTI OF .	3			· ·
f,				a Motary Public in and for said County,
said State, hereby whose same as	certify that President of			•
a corporation, is s	signed to the foregoing conveyance, and w	ho is known to me, acknowledge	ed before me on this day that, being inform	ned of the contents of the conveyance,
as such officer and	d with full authority, executed the same v	oluntarily for and as the act of	said corporation.	
Given under n	my hand and official seal, this the	day of	, 19	
•				
			<u></u>	Notary Public
My commission en	IDITES			
ال المراجعة				
1				
	35080			Topat
	8			2 2
	ŭ			
				B

Office of the

Const. Sameul L. P.O. Box 14: CHONDING Shell bymty. 5 Helena, Bibb STATE OF ALABAMA Return to