SHELBY

(Name) Courtney H. Mason, Jr., Attorney at Law 222

19801007000113670 1/2 \$.00 Shelby Cnty Judge of Probate, AL 10/07/1980 12:00:00AM FILED/CERT

P. O. Box 1007, Alabaster, Al 35007

Form 1-1-22 Rev. 1-66
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

BOBBIE

MICHAEL H. CARTER AND WIFE, BOBBY SUE CARTER

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

CAHABA LAND & TIMBER COMPANY, INC.

(hereinafter called "Mortgagee", whether one or more), in the sum of TWENTY THREE THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$ 23,500.00), evidenced by Promissory Note of Even Date.

All payments on this Note are to be made payable to "Citizens Bank & Trust Company Escrow Agent," until written notice from said Bank.

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,

Bobbie
Michael H. Carter and wife, XEXXXX Sue Carter

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:

The North half of Lot 4 of COUNTRY ESTATES as recorded in Map Book 8, Page 16, in the office of the Probate Judge of Shelby County, Alabama, described by metes and bounds as; Commence at the Northeast corner of said Lot 4 of Country Estates, thence run Southerly along the West line of Shelby County Highway Number 17, 178.52' to the point of beginning of property being described, thence 85 degrees 10 minutes right and run Westerly 1,670.26' to a point on the East right of way line of the Louisville and Nashville Railroad, thence 63 degrees 46 minutes 30 seconds right and run Northwesterly along the said right of way line 198.0' to a point, thence 116 degrees 13 minutes 30 seconds right and run Easterly 1,775.53' to a point on the West right of way line of Shelby County Highway Number 17, thence 97 degrees 54 minutes right from tangent and run Southerly along the arc of a highway curve to the left having a central angle of 3 degrees 04 minutes and a radius of 1.912.35' an arc distance of 102.35' to the P.T. (Point of Tangency) thence continue along said tangent of said highway right of way line 76.17' to the point of beginning, containing 7.0 acres and subject to all agreements, restrictions, limitations and accords of the probated record map of said COUNTRY ESTATES. (Also known as Lot 4-A Resurvey recorded in Map Book 8, Page 30, Country Estates, Shelby County, Alabama.) This is a purchase money mortgage.

Subject to easements and restrictions of record.

This is a second mortgage, subject to that certain mortgage by and between Cohaba Land & Timber Company, INc. to Farris Land Company, Inc., recorded in Mortgage Book 402 Page 515 in said Probate Records.

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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

Bobbie
Michael H. Carter and wife, xBobby Sue Carter

<u>−−</u>	nd seal,Sthis	2nd day of	October	, 1980.
TAX3S25 STATE OF STATE OF STATE STATE OF STATE OF S	ALA SHELPY CU.	MI CHAEL H. CA	ARTER	(SEAL)
3.00 3.00 July 1 0007.		Radie	_ 1	(SEAL)
39.35	BOBBIE 40	BOBSX SUE CAI	RTER	(SEAL)
THE STATE of ALABAMA COUN	TY		19801007000113670 Shelby Cnty Judge 10/07/1980 12:00:0	of Probata Oi
I. the undersigned hereby certify that Michael H. Carter	and wife,			aid County, in said State,
whose names are signed to the foregoing contact being informed of the contents of the co- Given under my hand and official seal this	athev	amagastad the same	a walumtawilw aw tha	ed before me on this day, day the same bears date. 1980. Notary Public.
THE STATE of				
I, hereby certify that	TY	, a Notary	Public in and for s	aid County, in said State,
whose name as a corporation, is signed to the foregoing con being informed of the contents of such conve for and as the act of said corporation.				_
Given under my hand and official seal, the	nis the	day of		, 19

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MORTGACE

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