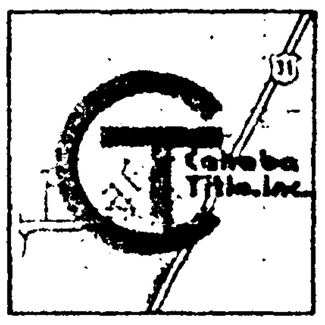
19801015000117120 1/3 $.00
Shelby Cnty Judge of Probate, AL
10/15/1980 12:00:00AM FILED/CERT

Telephone 205-663-1130

This instrument was prepared by

(Name) Daniel M. Spitler
(Address) 1972 Chandalar South Office Park
Pelham, AL 35124



This Form furnished by:

Cahaba Title, Inc.
1970 Chandalar South Office Park
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE—

STATE OF ALABAMA
SHELBY COUNTY } **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

Michael H. Carter and wife, Bobbie Sue Carter

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

Louis O. Snider and wife, Willodean F. Snider

(hereinafter called "Mortgagee", whether one or more), in the sum of Eight Thousand and no/100----------**Dollars** ($ 8,000.00), **evidenced by** a promissory note of evendate herewith

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(12-16-82) Release Mrs. Bank 47 Page 958

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,

Michael H. Carter and wife, Bobbie Sue Carter

See **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:**

Begin at the Southeast corner of the SE¼ of NE¼, Section 13, Township 20, Range 4 West, and run thence West along the ¼-¼ section 88 feet, more or less, to right-of-way to paved road; thence in a Northerly direction along said right-of-way 500 feet; thence in a Northeasterly direction to the Northeast corner of the South Half of SE¼ of NE¼ of said Section 13; thence South along said ¼-¼ line a distance of 660 feet to the point of beginning, situated in Shelby County, Alabama. Less and except the following three (3) parcels. Begin at the SE corner of SE¼ of NE¼ Section 13, Township 20 South, Range 4 West, thence run North along the East line of said SE¼ of NE¼ a distance of 20.0 feet for point of beginning; turn left an angle of 91 deg.14 min.a distance of 91.32 feet to the East Right-of-way boundary of Bessemer - Helena Road; turn right an angle of 69 deg.03 min.a distance of 78.5 feet along said right-of-way; turn left an angle of 7 deg. 49 min. a distance of 100 feet along said right-of-way; turn right an angle of 113 deg.53 min.30 sec.a distance of 171.80 feet to East line of said SE¼ of NE¼; turn right an angle of 96 deg. 06 min. 30 sec.a distance of 175.33 feet to point of beginning; being in the SE¼ of NE¼ Section 13, Township 20 South, Range 4 West Shelby County, Alabama. Second parcel, Commence at theSoutheast corner of the Southeast Quarter of the Northeast Quarter of Section 13, Township 20 South, Range 4 West; thence run North along the East line of said ¼-¼ section 195.33 feet to the point of beginning; thence continue along last described course 126.00 feet; thence turn left 105 deg. 44 min. and run Southwesterly 241.36 feet to a point on the Easterly right-of-way line of a county road; thence turn left 112 deg. 13 min. and run Southeasterly along said right-of-way 100.00 feet; thence turn left 58 deg. 09 min. 30 sec. and run Easterly 171.8 feet to the point of beginning, Containing 0.5 acres. Third parcel, Commence at the Southeast corner of the Southeast ¼ of the Northeast ¼ of Sectio 13, Township 20 South, Range 4 West thence North along East line of said ¼=¼ section 20.0 feet; thence turn left 91 deg. 14 min. and run Westerly and parallel to the South line of said ¼=¼ section 91.20 feet to the Easterly right-of-way of Shelby County Road #52; thence turn left 110 deg. 57 min. and run Southeasterly along said right-of-way line 21.42 feet to the South line of Said ¼-¼ section; thence turn left 69 deg. 03 min. and run Easterly along said ¼-¼ line 83.11 feet to the point of beginning.

SEE ATTACHED FOR CONTINUATION OF LEGAL.

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

Form ALA-35

Daniel M. Spitler

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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.

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IN WITNESS WHEREOF the undersigned

Michael H. Carter and wife, Bobbie Sue Carter

have hereunto set their signature s and seal, this 9th day of October, 19 80

Michael H Carter (SEAL)
Michael H. Carter
Bobbie Sue Carter (SEAL)
Bobbie Sue Carter
(SEAL)
(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael H. Carter and wife, Bobbie Sue Carter

whose name 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 9th day of October, 19 80

Daniel M. Spitler
Daniel M. Spitler 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 day of , 19

....., Notary Public

Return to:

TO

MORTGAGE DEED

Recording Fee $
Deed Tax $ $

This form furnished by

Cahaba Title, Inc.
1970 Chandalar South Office Park
Pelham, Alabama 35124
Representing St. Paul Title Insurance Corporation
Telephone 205-663-1130

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CONTINUATION OF LEGAL ON MORTGAGE FROM
CARTER, MICHAEL H.AND BOBBIE SUE TO SNIDER, LOUIS D. & WILLODEAN F.

Subject to easements and restrisctions of record.

Mineral and mining rights excepted.

This is a purchase money mortgage.

BOOK 406 PAGE 770

STATE OF ALA. SHELBY CO.
I CERTIFY THIS FILED
1980 OCT 15 AM 9:09

Mtg. Tax 12.00
Rec. 4.50
Ind. 1.00
17.50

Daniel M. Spitler