This instrument was prepared by

(Name) HARRISON, CONWILL, HARRISON & JUSTICE *Jefferson Land Title Services Co. Inc.*
P.O. Box 557 — 316 21ST NORTH • P.O. BOX 13491 • TELEPHONE (205) 328-8020
(Address) Columbiana, Alabama 35051 — BIRMINGHAM, ALABAMA 35201

777

MORTGAGE—

STATE OF ALABAMA
Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Leonard Cecil Carter and wife, Jeanette G. Carter

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

Joyce Jean Sullivan

(hereinafter called "Mortgagee", whether one or more), in the sum of Eight Thousand and no/100----------Dollars ($ 8,000.00), evidenced by one note of this date; to be payable in monthly installments of $50.00 each; said payments shall be payable on the 3rd day of each month, commencing the 3rd day of November, 1980.

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19801020000118970 1/2 $.00
Shelby Cnty Judge of Probate, AL
10/20/1980 12:00:00AM FILED/CERT

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,

Leonard Cecil Carter and wife, Jeanette G. 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:

(3-19-84)

See release Mortgage Bk 55 pg 469

Beginning at a point 210 feet East from the Southwest corner of the NE¼ of the NE¼, Section 35, Township 21 South, Range 1 West; thence run East along the South boundary line of said ¼-¼ section a distance of 112 feet, more or less, to the Southwest corner of a lot owned by Conrad Russell; thence run North perpendicular to the South boundary line of said ¼-¼ section and along the West line of aforesaid lot a distance of 105 feet; thence run West a distance of 112 feet; thence run South a distance of 105 feet to the point of beginning.
ALSO, Beginning at a point 60 feet East from the Southwest corner of the NE¼ of the NE¼, Section 35, Township 21 South, Range 1 West; thence run East along the South boundary line of said ¼-¼ section a distance of 150 feet, more or less to the Southwest corner of a lot owned by H.G. Foster. Thence run North perpendicular to the South boundary line of said ¼-¼ section and along the West line of said lot, a distance of 105 feet, thence run West parallel with South boundary line of said ¼-¼ section a distance of 150 feet, thence run South perpendicular to the South boundary line of said ¼-¼ section a distance of 105 feet to the point of beginning.
ALSO, Commence at the Northwest corner of the SE¼ of the NE¼, Section 35, Township 21 South, Range 1 West and run thence East along the north boundary of said ¼-¼ Section for a distance of 60.0 feet to the point of beginning of the parcel herein described; thence turn an angle of 90 deg. to the right and run a distance of 25.0 feet to a point; thence turn an angle of 90 deg. to the left and run a distance of 150.0 feet to a point; thence turn an angle of 90 deg. to the left and run a distance of 25.0 feet to a point on the north boundary of said ¼-¼ section; thence turn an angle of 90 deg. to the left and run West 150.0 feet along the north boundary of said ¼-¼ section to the point of beginning.

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

Form ALA-35

Harrison & Conwill

To Have And [redacted] **ld the above granted property unto the** [redacted] **lortgagee, Mortgagee's successors, hei**[redacted] **assigns forever; and for** ~~the purpose~~ **of further securing the payment o**[redacted] **indebtedness, the undersigned agrees t**[redacted] **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 Leonard Cecil Carter and wife, Jeanette G. Carter

have hereunto set their signatures and seal, this 15th day of October, 19 80

I CERTIFY THIS INSTRUMENT WAS FILED

1980 OCT 20 AM 9:40

Mtg. Tax 12.00
Rec 3.00
Ind. 1.00
16.00

Leonard Cecil Carter (SEAL)
Leonard Cecil Carter

(SEAL)

Jeanette G. Carter (SEAL)
Jeanette G. Carter

(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leonard Cecil Carter and wife, Jeanette G. 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 15th day of October, 19 80

W. R. Justice 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

19801020000118970 2/2 $.00
Shelby Cnty Judge of Probate, AL
10/20/1980 12:00:00AM FILED/CERT

Recording Fee $
Deed Tax $ $

This form furnished by

Jefferson Land Title Service Co., Inc.
BIRMINGHAM, ALABAMA
AGENTS FOR
Mississippi Valley Title Insurance Company