

(Name) Wallace, Ellis, Head & Fowler, Attorneys

(Address) Columbiana, Alabama 35051

19801024000121770 1/2 \$.00
Shelby Cnty Judge of Probate, AL
10/24/1980 12:00:00AM FILED/CERT

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Lellard Ogilvie Robinson, Jr. and wife, Lorena Castleberry Robinson

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

W. A. Henke

of SIX THOUSAND AND NO/100

(hereinafter called "Mortgagee", whether one or more), in the sum Dollars

(\$ 6,000.00), evidenced by one promissory installment note of this date in the amount of \$6,000.00, together with interest upon the unpaid portion thereof from date at the rate of 8% per annum, in monthly installments of \$100.00, payable on the 1st day of each month after date, commencing December 1, 1980, until said sum is paid in full.

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,

Lellard Ogilvie Robinson, Jr. and wife, Lorena Castleberry Robinson

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:

BOOK 407 PAGE 12A

Lot No. 31 in Lacoosa Estates as shown on plat recorded in the Probate Office of Shelby County, Alabama in Map Book 5, page 35.

Subject to: Restrictions recorded in said Probate Office in Deed Book 254, page 16. Subject also to: Rights of Alabama Power Company acquired in condemnation procedure in 1912 as shown by proceedings in Final Record 7, page 1, in Probate Office of Shelby County, Alabama, and agreement entered into between L. D. Hand and wife and Alabama Power Co. shown in Deed Book 43, page 565, and in instruments shown in Deed Book 48, page 337, and in Deed Book 57, page 102; permit to Alabama Power Company shown in Deed Book 167, page 107, in Probate Office; Right of way to Shelby County recorded in Deed Book 227, page 154 in said Probate Office; contract to Alabama Power Company recorded in Deed Book 242, page 379, 378, and 380; instrument recorded in Deed Book 248, page 117 in said Probate Office; transmission line permit to Alabama Power Company recorded in said Probate Office in Deed Book 277, page 156; any rights owned by Alabama Power Company.

Subject to reservations and restrictions contained in deed to mortgagor conveying subject land.

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

E. W. S.

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
STATE OF ALABAMA SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

BOOK 407 PAGE 125

have hereunto set OUR signatures and seal, this 24th day of October, 1980.

mtg. 9.00
Rec. 3.00
Ins. 1.00
13.00

JUDGE OF PROBATE

Lellard Ogilvie Robinson, Jr. (SEAL)
Lorena Castleberry Robinson (SEAL)
(Lorena Castleberry Robinson) (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 Lellard Ogilvie Robinson, Jr. and Lorena Castleberry Robinson

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 24th day of October, 1980.

Nancyk Farmer 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

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MORTGAGE DEED

TO

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

Return to: