19801024000121780 Pg 1/4 .00 Shelby Cnty Judge of Probate, AL 10/24/1980 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA

1049

TALLADEGA COUNTY. SECOND MORTGA

| T | HIS INDENTURE, Made and ente | red into on this, the 24th day of 0 | ctober 1980 by and between |
|----------------|--|--|------------------------------------|
| | James P. Morrow, Ji | and wife, Lucy M. Morro | W |
| | after called Mortgagor (whether s | ingular or plural); and William Th | omas Williams, Jr. and |
| \ | | he said James P. Morrow, Jr. | |
| justly | indebted to the Mortgagee in the | sum of One hundred Sixty-s | ix thousand Seven hundred |
| Fj | ifty and No/100 (\$166 | ,750.00) Dollars which is | evidenced as follows, to-wit: |
| P. 1. 1. 1. 20 | By one promissory rewrith interest there being payable in 10 | note of even date in the secon at 10.25 per cent per annual installments with the 1st day of November, 1 | um of \$166,750.00 annum said sum |

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

Commence at the Northwest corner of the Southeast Quarter of Southeast Quarter, Section 2, Township 21 South, Range 1 East, and run thence Easterly along the North boundary of said Quarter-Quarter Section 660 feet to East boundary of West Half of Southeast Quarter of Southeast Quarter; thence south along said east boundary of West Half of Southeast Quarter of Southeast Quarter to a point which is 160 feet North of the intersection of the East boundary of said West Half of said Southeast Quarter of Southeast Quarter with Alabama Highway No. 25; thence turn an angle of 90 degrees to the right and run thence 100 feet to point of beginning of the lot herein described and conveyed, which said point constitutes the Northeast corner of the Flora Mae Reach lot; thence continue West in the same direction along the North boundary of said Reach lot 100 feet to a point; thence turn an angle of 90 degrees to the right and run thence Northerly and parallel with the East boundary of said West Half of Southeast Quarter of Southeast Quarter to the North boundary of said Southeast Quarter of Southeast Quarter; thence Easterly along the North boundary of said Southeast Quarter of Southeast Quarter, 100 feet; thence turn an angle of 90 degrees to the right and run thence Southerly to the point of beginning.

ALSO: A part of the West Half of Southwest Quarter of Section 1, Township 21, Range 1 East, described as follows: Commencing at the Southwest corner of Northwest Quarter of Scuthwest Quarter of said Section and run in a Northerly direction along West boundary of said forty 420 feet; thence East 105 feet; thence run South to the North boundary of the right-of-way of State Highway No. 25; thence run in a Southwesterly direction along said highway to West boundary of said forty, (the Southwest Quarter of Southwest Quarter of said Section 1); run thence North along West boundary of said forty to the point of beginning. EXCEPT easement for water line conveyed to Town of Wilsonville, Alabama as shown by Deed Book 203, page 334. ALSO, the Northeast Quarter of Southeast Quarter of Section 2, Township 21, Range 1 East, EXCEPT the following

lot: Commence on the South line of said Northeast Quarter of Southeast Quarter, 564 feet East of the Southwest corner of said forty; run thence North 96 feet to a road; thence run in an Easterly direction along said road 379.5 feet; thence run South 96 feet to South line of Northeast Quarter of Southeast Quarter; run thence in a Westerly direction along said South boundary 379.5 feet to the point of beginning.

ALSO all of the East 376.5 feet of the Southeast Quarter of Southeast Quarter of Section 2, Township 21 South, Range 1 East, lying North of Highway No. 25, right-of-way.

ALSO: A part of the Southeast Quarter of Southeast Quarter and part of the Southwest Quarter of Southeast Quarter, Section 2, Township 21 South, Range 1 East described as follows: Beginning at the Northwest corner of Southeast Quarter of Southeast Quarter, Section 2, Township 21, Range 1 East; thence run North 90 degrees 00 minutes East along North boundary of said Quarter-Quarter Section a distance of 460.00 feet to a point, being the Northwest corner of Onzell Reach property; thence turn an angle of 90 degrees 00 minutes to the right and run South 0 degrees 00 minutes along West boundary of said Onzell Reach property a distance of 259.35 feet to a point being the Southwest corner of said Onzell Reach property and the Northeast corner of Ingram property; thence turn an angle of 90 degrees 00 minutes to the right and run South 90 degrees 00 minutes West along the North boundary of said Ingram property a distance of 100 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run South 0 degrees 00 minutes along the West boundary of said Ingram property a distance of 67.88 feet to a point, being the Northeast corner of R. G. Weaver property; thence turn an angle of 77 degrees 15 minutes to the right and run South 77 degrees 15 minutes West along the Northwest boundary of said R. G. Weaver property a distance of 181.55 feet to a point; thence turn an angle of 60 degrees 44 minutes to the right and run North 42 degrees 01 minute West along the Northeast boundary of a dirt road a distance of 321.71 feet to a point; thence turn an angle of 10 degrees 17 minutes to the right and run North 31 degrees 44 minutes West along said road a distance of 92.85 feet to a point; thence turn an angle of 31 degrees 44 minutes to the right and run North 0 degrees 00 minutes a distance of 48.44 feet to point on North line of Southwest Quarter of Southeast Quarter of Section 2; thence turn an angle of 90 degrees 0 minutes to the right and run North 90 degrees 00 minutes East along the North boundary of the Southwest Quarter of Southeast Quarter of Section 2, a distance of 76.57 feet to the point of beginning.

All that part of the Northwest Quarter of Northeast Quarter; that part of Southwest Quarter of Northeast Quarter; and that part of West 10 acres of Southeast Quarter of Northeast Quarter, all in Section 2, Township 21 South, Range 1 East; EXCEPT that portion sold to Buddy Ray Simpson and wife, Margaret L. Simpson by deed dated October 14, 1966 and recorded in the Probate Office of Shelby County, Alabama in Deed Book 245, page 296, which said excepted portion is described as follows: Commence at the Northwest corner of Northeast Quarter of Section 2, Township 21 South, Range 1 East; thence run East along North line of Section 2 a distance of 1228.00 feet; thence turn an angle of 89 degrees 34 minutes to the right and run a distance of 36.33 feet to the South right-of-way line of a county highway and the point of beginning; thence continue in the same direction a distance of 1353.60 feet; thence turn an angle of 89 degrees 34 minutes to the left and run a distance of 422.00 feet; thence turn an angle of 90 degrees 26 minutes to the left and run a distance of 1351.02 feet to the South right-of-way line of a county highway; thence turn an angle of 89 degrees 11 minutes to the left and along said right-of-way line a distance of 422.00 feet to the point of beginning. Situated in the Northeast Quarter of Section 2, Township 21 South, Range 1 East, Shelby County, Alabama.

EXCEPT COUNTY HIGHWAY RIGHT-OF-WAY.

FOR IMENTIFICATION

James P. Morrow, Jr,

Lucy M./ Morrow

File Calific Hand

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the court house of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to forclose this mortgage, as is hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the consitution and laws of the State of Alabama, or of any other state, or of the United States.

| IN WITNESS WHEREOF, the I herein first above written. | Mortgagor has hereto set the Mortgagor's hand | and seal . on this, the day and year |
|---|---|--------------------------------------|
| | (L.S.) James P. Morro (L.S.) Lucy M. Morro | |

| STATE OF ALABAMA, TALLADEGA COUNTY | |
|--|---|
| ALLADEGA COUNTI | |
| I, the undersigned authority, in and for said Coun | ty, in said State, hereby certify that |
| James P. Morrow, Jr. and wife | Lucy M. Morrow |
| whose namesaresigned to the foregoing | conveyance, and who are lor made known to |
| | informed of the contents of the conveyance, theyexecuted |
| the same voluntarily on the day the same bears date. | |
| Given under my hand and seal this the 24th | day of October |
| | Key F. Man, " |
| | Notary Public |
| STATE OF ALABAMA. | |
| TALLADEGA COUNTY | |
| 1, the undersigned authority, in and for said Cou | nty, in said State, do hereby certify that on theday of |
| 19, came before me the wit | |
| | |
| Sknewn to me (or made known to me) to be the wife | of the within named, to the within conveyance acknowledged |
| who, being examined separate and apart from the | husband touching her signature to the within conveyance, acknowledged |
| | accord, and without fear, constraints, or theats on the part of the |
| husband. | |
| Given under my hand and seal this the | day of19 |
| | • |
| | Notary Public |
| | THORNTY TOWNS |
| | |
| Prepared by: Ray F. Robbins, II | STATE OF ALA CHEL |
| 127 North Street | I CERTIE SIELRY CO. |
| Talladega, AL 35160 | 19:0 500 |
| | IJ. II III A. |