Log #1003

SBC 24014

This instrument was prepared by

(Name) Gary Crumpton - BTNB 2027 C-50643

(Address) PO Box 2233, Birmingham, AL 35201

19801030000123760 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
10/30/1980 00:00:00 FILED/CERTIFIED

MORTGAGE DEED

STATE OF ALABAMA
Jefferson COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Garry W. Pearce and his wife, Priscilla W. Pearce
(whether one or more, hereinafter called "Mortgagors"), are justly indebted to

BIRMINGHAM TRUST NATIONAL BANK

(whether one or more, hereinafter called "Mortgagee"), in the sum of Fifteen Thousand Principle Dollars and interest as provided in note Dollars ($ 15,000.00****), evidenced by promissory note of even date herewith payable in 120 monthly instalments of $251.20 (120 @ $251.20), due on the 3rd day of each month beginning December 3, 1980, until paid in full.

And Whereas, Mortgagors may hereafter become indebted to Mortgagee in a further sum or sums, and this conveyance is made for the security and enforcement of the payment of both said present and any such future indebtedness;

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And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof with interest and any further sum or sums for which Mortgagors may hereafter become indebted to Mortgagee;

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Garry W. Pearce and his wife, Priscilla W. Pearce

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in ~~Jefferson~~ Shelby County, State of Alabama, to wit:

SEE ATTACHED EXHIBIT "A"

BTNB is taking a 1st mortgage on this property.

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

TO HAVE AND TO HOLD the above granted property unto Mortgagee, Mortgagee's successors 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, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagors agree 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 Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and promptly to deliver said policies, or any renewal of said policies, to Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option insure property for said sum, for Mortgagee's own benefit, the policy, if collected, to be credited on said indebtedness, less costs of collecting same; and all amounts so expended by Mortgagee for taxes, assessments or insurance shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall be secured by this mortgage, and shall bear interest from date of payment by Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if Mortgagors pay all indebtedness secured hereby, including future advances, and reimburse Mortgagee or assigns for any amounts Mortgagee 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 Mortgagee or assigns, or should any indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of 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 debts hereby secured, then in any one of said events, the whole of the indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as provided by law in case of past due mortgages, and Mortgagee, its 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 day's notice, by publishing once a week for three consecutive weeks the time, place and terms of sale in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, its agents or assigns deem best, in front of the Court House door of the 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 expenses of advertising, selling and conveying, including a reasonable attorney's fee not to exceed 15% of the unpaid debt upon default; 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 the indebtedness hereby secured 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 Mortgagors; and the undersigned further agree that Mortgagee, its agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay to Mortgagee or assigns, a reasonable attorney's fee not exceeding 15% of the unpaid debt upon default 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

Garry W. Pearce and his wife, Priscilla W. Pearce

have hereunto set their signature s and seal this 23rd day of October, 19 80.

Garry W Pearce (SEAL)
Garry W. Pearce

Priscilla W. Pearce (SEAL)
Priscilla W. Pearce

(SEAL)

(SEAL)

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THE STATE OF Alabama
Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Garry W. Pearce and his wife, Priscilla W. Pearce whose names 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 23rd day of October, 19 80.

Carol L. Warren, Notary Public
My Commission Expires May 12, 1981

THE STATE OF
COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

whose name as of the 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 the 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

19801030000123760 Pg 3/3 .00
Shelby Cnty Judge of Probate,AL
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Exhibit A

AMERICAN TITLE INSURANCE COMPANY

CASE NO. OC-500 13

PAGE TWO.

SCHEDULE A

Commence at the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 20. Township 19 Range 1 West, and run thence South 580 feet; thence turn at a right angle and go 106 feet to a point on the south side of an unpaved road; which is the point of beginning of the parcel herein described; thence south 300 feet; thence West 300 feet; thence North 300 feet, more or less, to a point on the South side of said unpaved road; thence East along the south side of said unpaid road a distance of 300 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
WAS FILED
1980 OCT 30 PM 11:00
Judge of Probate

Mtg. Tax 22 50
Rec. 4 50
Ind. 1 00
28 00