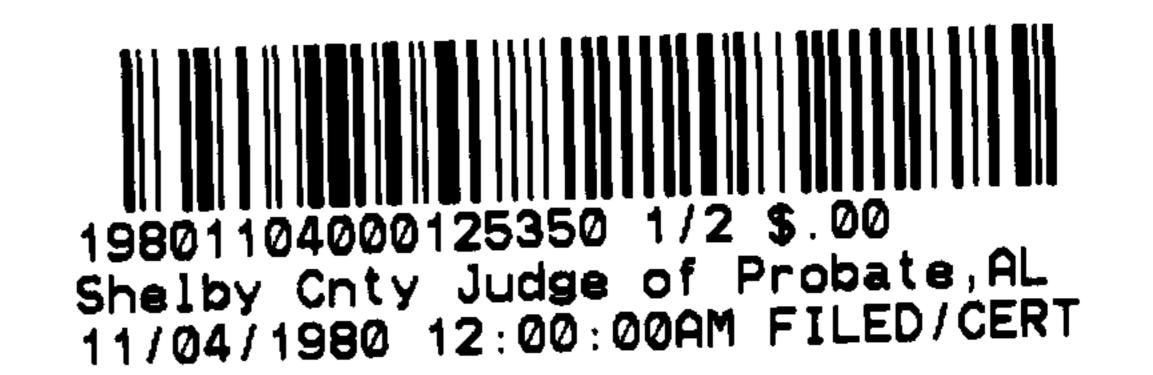
(Name)	Harrison. 1734 Oxmoo	Jackson r Road	& Lee.	Attorneys
(Address)	Birmingham	ıAlabama	a3520	9



MORTGAGE AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Noah David Thomas, Jr. and wife, Gwendolyn W. Thomas

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

Jack J. Hall and wife, Olivia Diane Hall

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,

Noah David Thomas, Jr. and wife, Gwendolyn W. Thomas

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:

A portion of the SW% of the NW% and a portion of the NW% of the SW%, Section 4; three acres, more or less, in the NE corner of the NE% of the SE% of Section 5, and bounded on the SW by a branch and an old dirt road, the Echannel of the branch being the line; all in Township 24, Range 13 East, Shelby County, Alabama, and more specifically described as follows:

PARCEL A: Beginning on the South margin of the right-of-way of the Monte-vallo-Calera paved highway 315 feet East of the point of intersection on the South margin of the right-of-way line of said highway with the West line of Section 4, thence in an Easterly direction along the South right-of-way line of said highway 770 feet; thence South and parallel with the West line of said section 1600 feet; thence East 550 feet to the Eastern line of the NW½ of the SW½ of said Section 4, thence South along the East line of the last named forty to the SE corner thereof, thence West along the South line of said forty to the SW corner thereof, thence North along the West section line of said Section 4, 1982 feet, more or less, to a point 420 feet South of the point of intersection of said section line with the South right-of-way line of the Montevallo-Calera Highway; thence East 315 feet, thence North to the point of beginning, and situated in Section 4, Township 24, Range 13 East.

PARCEL B: Three acres, more or less, of land situated in a triangular shape in the NE corner of the NE% of the SE% of Section 5, Township 24, Range 13 East, being all that part of said forty bound on the South and North by a branch and an old dirt road, the channel of said branch being the SW line thereof, except 5 acres in the NE corner of the S% of the NW% of the SW% of said Section 4.

PARCEL C: A tract of land situated in the NW% of the SW% of Section 4, Township 24, Range 13 East, described as beginning on the South side of the SW% of the NW% of said Section 4, midway between the SE and NW corners; thence run North 70 yards; thence West 175 yards; thence South 70 yards; thence East 175 yards to point of beginning.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

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

HARRICH, JACKSON & LINE

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 weck 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, Noah David Thomas, Jr. and wife, Gwendolyn W. Thomas and seal, 5this 31st, 19:0 1:0V -4 AM 9: 24 THE STATE of 19801104000125350 2/2 \$.00 Shelby Cnty Judge of Probate, AL COUNTY 11/04/1980 12:00:00AM FILED/CERT a Notary Public in and for said County, in said State, the undersigned hereby certify that Noah David Thomas, Jr. and wife, Gwendolyn W. Thomas 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. .- * October/ day of Given under my hand and official seal this 31st THE STATE of COUNTY , a Notary Public in and for spid County, in said State, hereby certify that whose name as 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

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