This instrument was prepared by

19801106000126550 Pg 1/2 .00 Shelby Cnty Judge of Probate, AL

This instrument was prepared by	11/06/1980 00:00:00 FILED/CERTIFIEC
(Name) Betty Culver	193
(Address)	irmingham, A1.

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA COUNTY of Jefferson KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Walter J. O'Dazier and Rachel M. O'Dazier

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

Mission Hills Investment Company, an Alabama General Partnership

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

77,500.00), evidenced by two (2) promissory notes of even date, payable as set forth on said notes,

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,

Walter J. O'Dazier and wife, Rachel M. O'Dazier

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described

Parcel 1: County, State of Alabama, to-wit: Commence at the Northwest Corner of the Southwest 2 of Section 23, Township 21 South, Range 3 West and fun East along the North line of the SWk of said Section 23 for 637.22 feet to the point of beginning of the tract herein described; thence continue East along the last stated course for 851.2 feet to the Westerly right of way line of Alabama Highway #119; thence turn right (72052'47" to tangent) and run Southeasterly along said Westerly right of way line for 520:01 feet and along the arc of a curve to the left, concave East (radius = 12/,904.79 feet, delta = $10^{\circ}15'24''$) and running to a point at the intersection of the right of way of Shelby County Highway #80; thence turn right 45038'12" from the tangent of the last stated curve and run Southwesterly along the right of way line at said intersection for 99.69 feet to a point on the Northerly right of way line of said Highway #80; thence turn right (62029'18" to the tangent) and run Westerly along said Northerly right of way line for 199.84 feet and along the arc of a curve to the right, concave North (radius = 1,869.86 feet, delta = $6^{\circ}7'24''$) and run to the end of said curve; thence turn right and run Westerly along the Northerly right of way line of said Highway #80 for 780.02 feet; thence turn right 90° and run Northerly for 645.96 feet to the Point of

Parcel II:

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A part of the SW% of Section 23, Township 21 South, Range 3 West, situated in Shelby County, Alabama, and being more particularly described as follows: Commence at the Northwest Corner of the SW2 of the Section 23, Township 21 South, Range 3 West; thence run Easterly along the North line of same a distance of 374.52 feet to the point of beginning of the property described herein; thence continue along the last named course, and along said North line, a distance of 262.70 feet; thence turn right 860-29'-30" and run Southerly a distance of 645.96 feet to the Northerly right-of-way line of County Highway No. 80; thence turn right 900-00' and run Westerly along said right-of-way line a distance of 13.97 feet to the point of a curve to the left having a radius of 3859.72 feet and a central angle of 4° -21'-17"; thence run Southwesterly along the arc to said curve and along said right-of-way line a distance of 293.36 feet; thence turn Right 970-51'-47" to tangent to said curve and run Northerly a distance of 672.16 feet to the point of beginning.

Subject to easements and restrictions of record.

Beginning. Said tract contains 13.27 acres.

This is a Purchase Money Mortgage given for the purpose of securing balance of purchase price.

1) Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forand for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or sessments 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 eep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and easonable 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 Morrgagee, 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 Mortgages 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 have hereunto set their signature S 12025 (Rachel M. O'Dazier) PAGE 1930 NOV -6 AH 10: 57 THE STATE of Alabama , a Notary Public in and for said County! in said State, the undersigned authority hereby certify that Walter J. O'Dazier and wife, Rachel M. O'Dazier known to me acknowledgembefore me on this day, whose names are signed to the foregoing conveyance, and who are that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears cate. day of October Given under my hand and official seal this 370 THE STATE of COUNTY , a Notary Public in and for said 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. day of Given under my hand and official seal, this the