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(Name) Wal	lace, Ell	is, Head	& Fowler,	Attorneys	6/-		
(Address)Col		•		_ 			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
Form 1-1-22 Rev. 1-66 MORTGAGE—LA	WYERS TIT	LE INSURA	NCE CORPO	RATION, Birmi	ngham, Alabama		<u>, , , , , , , , , , , , , , , , , , , </u>
STATE OF ALAI COUNTY OF SH	BAMA	_			PRESENTS: Th	at Whereas,	

Sr.
King D. Thatenhurst/and wife, Mary C. Thatenhurst

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

W. A. Henke

(hereinafter called "Mortgagee", whether one or more), in the sum Dollars of FIVE THOUSAND AND NO/100), evidenced by one promissory installment note of this date in the amount of (\$5.000.00 \$5,000.00, with interest thereon from date at the rate of 9% per annum, the principal and interest payable as follows, namely: Payable in monthly installments of \$100.00 each, payable on the 1st day of each month after date, commencing January 1, 1981, 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,

Sr.
King D. Thatenhurst and wife, Mary C. Thatenhurst

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

Lets 55 and 72 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 ProbateOffice in Deed Book 254, page 16. Subject also to: Rights of Alabama Power Company acquired in condemnation procedure in 1912 as snown 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 48, 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.

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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 may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to may at Mortgagee, and to promptly deliver said indebtedness, first above named undersigned for the fair and 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 own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended own benefit, the policy if collected, to be credited on said indebtedness, first above named undersigned for the fair and to first and to first and to first and to first above named und

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 sable attorner's fee to said Mortgagee or assigns, for the foreclosure

of this mortgage in	Chancery, should the same be so forecly WHEREOF the undersigned	osed, said fee to be a par	t of the debt hereby secured.
have hereunto set	Our signature S and seal, this	(King D. Ti	levember / 1980 Lister / 1980 natenhurst, Sr.) (SEAL)
			hatenhurst) (SEAL)
THE STATE of	ALABAMA SHELBY COUNTY		olic in and for said County, in said State, nurst
I, the under the hereby certify that	ersigned Sr King D. Thatenhurst/and wif	, a Notary Pul e, Mary C. Thaten	olic in and for said County, in said State, hurst
that being informed	gned to the foregoing conveyance, and of the contents of the conveyance the hand and official seal this	who are known to eyexecuted the same voldey of November, Lance	me acknowledged before me on this day, untarily on the day the same bears date. 19 80. Notary Public.
THE STATE of I,	COUNTY	, a Notary Pu	blic in and for said County, in said State,
hereby certify that			
being informed of for and as the act o	the contents of such conveyance, he, as f said corporation.	who is known to me, ac	knowledged before me, on this day that, Il authority, executed the same voluntarily
Given under m	y hand and official seal, this the	day of	, 19

STATE OF ALL SHELBY CO.

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Title Insurance Gorpore
Title Guarantee Division
INSURANCE — ABSTRAC

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