

THE STATE OF ALABAMA, }
County }

19801202000136340 Pg 1/4 .00
Shelby Cnty Judge of Probate, AL
12/02/1980 00:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned
Jimmy LaShum (hereinafter called the Mortgagor) has
become justly indebted to C. L. Carmichael and wife Cleo M. Carmichael (hereinafter
called the Mortgagee...) in the sum of Fourteen Thousand Five Hundred Fifty Dollars
due by one promissory note

and whereas, the said C. L. Carmichael and wife Cleo M. Carmichael
desirous of securing the prompt payment of said note when the same falls due, now, therefore, in
consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said
Jimmy LaShum

ha...bargained and sold, and do hereby grant, bargain, sell and convey unto the said
C.L. Carmichael and wife Cleo M. Carmichael

07 the following described real estate situated in Shelby County
and State of Alabama, to-wit: Fifty (50) feet off of the south side of Lot No. 38
on the west side of Central Avenue in the town of Calera, Alabama,
having a frontage on Central Avenue of fifty (50) feet and extending
back west from Central Avenue one hundred fifty (150) feet; known as
being on west side of 13th Street according to J. H. Dunstan's survey
of the Town of Calera, Alabama.

warranted free from all encumbrances and against any adverse claims.

Obshen
101-2-21-2-21
B-1-2-25-2-22

TO HAVE AND TO HOLD, the above granted premises unto the said mortgagee S., their heirs and assigns forever, and for the purpose of further securing the payment of said promissory note..... do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should he..... make default in the payment of same, the said mortgagee S. may at..... their option pay of the same; and to further secure said indebtedness first above named..... agree S. to keep said property insured for at least..... Fifteen Thousand Dollars (\$15,000.00)..... Dollar loss, if any, payable to said mortgagee S. as..... interest may appear, and if he..... fail to keep said property insured as above specified, then the said mortgagee S. may, at..... their option, insure said property for said sum for..... their own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said mortgagee S. shall become a debt to said mortgagee S. additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said mortgagees.. and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if the said mortgagor..... pay said note..... and reimburse said mortgagee S. for any amounts..... may have expended as taxes, assessments or other charges and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said mortgagee S., or should said note..... or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said mortgagee S. or of their..... 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 the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said mortgagee, their..... agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and, after giving 30..... days, notice, by publication once a week for 4..... consecutive weeks of the time, place, and terms of sale, by publication in some newspaper published in..... Shelby..... County, and State of Alabama, to sell the same, as a whole or in parcels, in front of the courthouse door, of said last named County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note..... 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 mortgagor.....; and he..... further agree that said mortgagee S., their agents and assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and he..... further agree to pay a reasonable attorney's fee to said mortgagee S. or their assigns for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part

of the debt hereby secured.

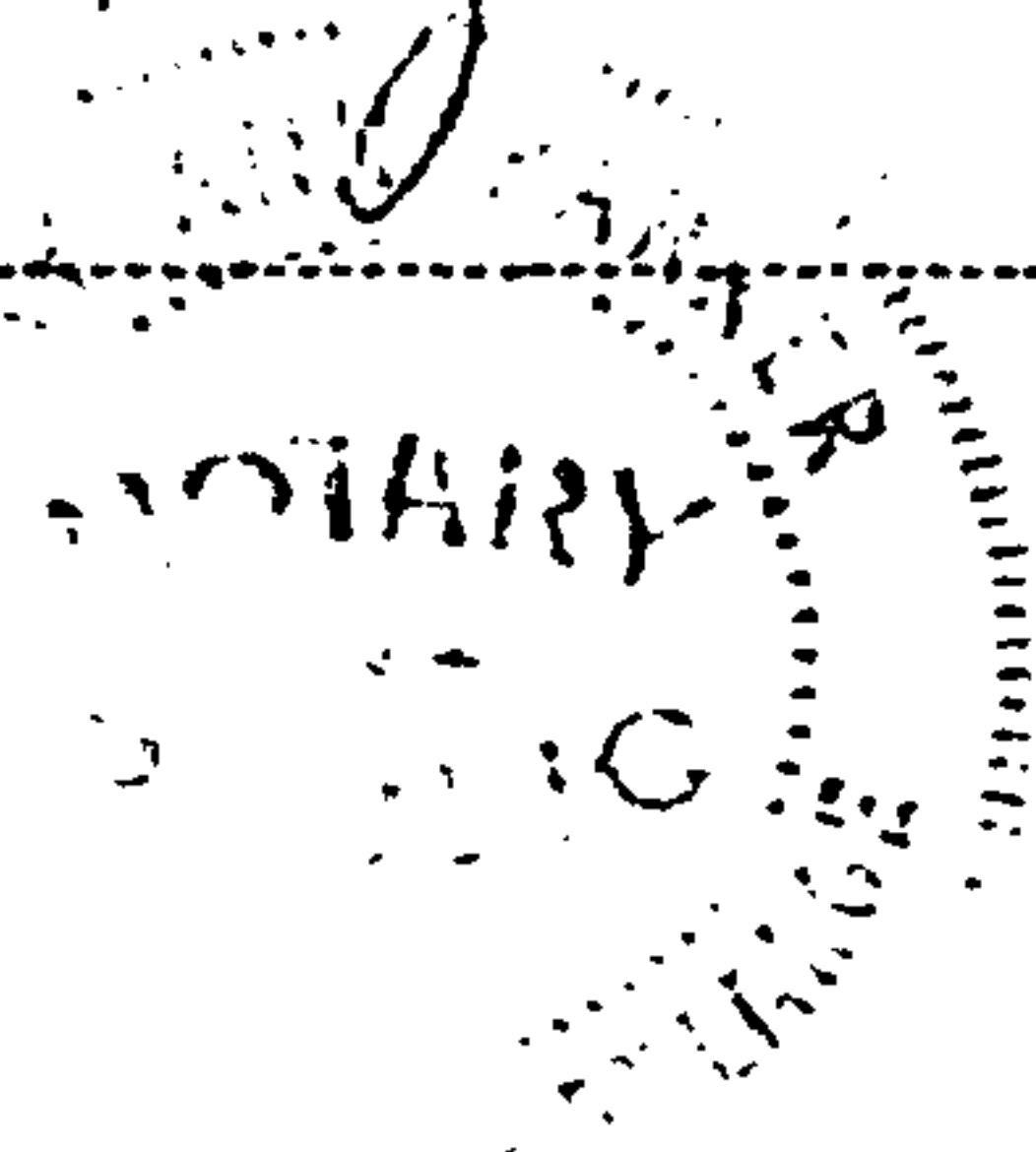
Witness my hand and seal this 14th day of November A. D. 1980

WITNESS

Mary Ann Parker

Jimmy Salhus (SEAL)

(SEAL)



Shelby County
COURT CLERK
101 GO. BAPT ST. BIRMINGHAM, ALA.

Mortgage Deed

THE STATE OF ALABAMA

County

I, _____

Judge of the Probate Court of said County, hereby
certify that the foregoing conveyance was filed for
registration in this office on the _____ day of
_____, 19____, and was recorded

in Vol. _____ Records of Deeds,
Page _____ on the
_____ days of _____, 19____

Judge of Probate.

Recording Fee, \$ _____

State Tax \$ _____

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Shelby Cnty Judge of Probate, AL
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THE STATE OF ALABAMA, }
County } I, _____ the undersigned

a _____ Notary Public _____ in and for said County, in said State, hereby
certify that _____ Jimmy LaShum
whose name _____ 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 this conveyance, he
executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this _____ day of _____ A. D. 19____

Jan L. McMiller

BOOK 408 PAGE 10

THE STATE OF ALABAMA, }
County } I, _____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

Mtg. tax - 21.80
Rec. 6.00
Ind. 1.00
28.80

1980 DEC -2 AM 10:32

a _____ in and for said County, in said State, hereby
certify that _____, a subscribing witness
to the foregoing conveyance, known to me, appeared before me this day, and, being duly sworn, stated
that _____, the Grantor
voluntarily executed the same in _____ presence, and in the presence of the other subscribing witness, on the
day the same bears date; that _____ attested the same in the presence of the Grantor _____, and of the
other witness, and that such other witness subscribed _____ name as a witness in _____ presence.

Given under my hand, this _____ day of _____ A. D. 19____

William A. Shumaker, Jr.
JUDGE OF PROBATE

THE STATE OF ALABAMA, }
County } I, _____

a _____ in and for said County, in said State, hereby
certify that on the _____ day of _____ 19____, came before me the
within named _____ known to me (or made known to me),
to be the wife of the within named _____
who, being examined separate and apart from the husband, touching her signature to the within _____
_____, acknowledged that she signed the same of her own
free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this _____ day of _____ A. D. 19____