

(Name) Lee Bains, Attorney

(Address) 1813 3rd Avenue, North, Bessemer, Al. 35020

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

19801202000136590 Pg 1/2 00
Shelby Cnty Judge of Probate, AL
12/02/1980 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Leslie E. Todhunter and wife, Peggy R. Todhunter

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

James P. Drummond and wife, Ann Drummond

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty-Nine Thousand & no/100 Dollars (\$29,000.00), evidenced by real estate mortgage note for \$29,000.00 of even date, payable to the order of James P. Drummond and wife, Ann Drummond; payable at the rate of \$216.58 per month, with interest in the amount of 8½% until 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,

Leslie E. Todhunter and wife, Peggy R. Todhunter

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:

Lot 1, according to the Survey of Deer Springs Estates, as recorded in Map Book 5, at Page 38 in the Office of the Judge of Probate of Shelby County, Alabama, subject to easements, restrictions and reservations of record, and EXCEPT, that property heretofore conveyed by Grantors to Jack E. Drummond, an unmarried man, that is a portion of said Lot described as follows: Commence at the most Northerly corner of said Lot 1 of said subdivision, said point also being on the Southeast Right of Way Line of Shelby County Highway No. 11, said point also being on a curve to the left, said curve having a radius of 5689.58 feet and a central angle of 00 degrees 39 minutes 16 seconds thence in a Southwesterly direction, along the Northwest line of said Lot 1 along said Southeast right of way line along said curve, a distance of 65 feet to the end of said curve and the point of beginning, said point also being on a curve to the left, said curve also having a radius of 5689.58 feet and a central angle of 1 degree 54 minutes 45 seconds; thence continue in a Southwesterly direction along said Northwest line of said Lot 1 along said Southeast right of way line along said curve, a distance of 189.92 feet to the end of said curve, said point also being on the Northeast right of way line of Ruby Drive; thence 90 degrees 14 minutes 27.5 seconds left measured from tangent of said curve and in a Southeasterly direction along said right of way line a distance of 30.05 feet; thence 54 degrees 31 minutes left in an Easterly direction along the South line of said Lot 1 a distance of 188.0 feet; thence 110 degrees 15 minutes 53 seconds left in a Northwesterly direction a distance of 140.12 feet to the point of beginning

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J.P. Drummond, Inc.
1201 Bunting Dr.
Albany, Ala. 35007

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

To Have And hold the above granted property unto the Mortgagee, Mortgagee's successors, he 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 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 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 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 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 thereof; 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

Leslie E. Todhunter and wife, Peggy R. Todhunter

have hereunto set their signatureS and seal, this

day of July 19 80

Leslie E. Todhunter (SEAL)
(Leslie E. Todhunter)

(SEAL)

Peggy R. Todhunter (SEAL)
(Peggy R. Todhunter)

(SEAL)

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THE STATE of ALABAMA
SHELBY COUNTY

I, The Undersigned, a Notary Public in and for said County, in said State, hereby certify that Leslie E. Todhunter and wife, Peggy R. Todhunter

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 day of July 19 80

Notary Public.

THE STATE of COUNTY

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

whose name as of 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 2 day of December 19 80

Hope A. Lewis Notary Public

My Commission Expires July

Return to:
Leslie R. Todhunter and
wife, Peggy R. Todhunter

TO

James P. Drummond and
wife, Ann Drummond

MORTGAGE DEED

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

1980 DEC -2 AM 8:54

Thomas A. Drummond, Jr
JUDGE OF PROBATE

Notary 43.50
Rec. 3.00
24.10
47.50

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama