

See Release Micro Book 46 page 973 (10-1-82)

BOOK 407 PAGE 577

BOOK 408 PAGE 223

This instrument was prepared by

(Name) Robert O. Driggers, Attorney 362

(Address) 1736 Oxmoor Road, Homewood, Alabama 35209

Form 1-1-22 Rev. 1-66  
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

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

William C. Tyndal, unmarried and Charles M. Tyndal and wife,  
Elveree C. Tyndal  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Grady H. Bloodworth

19801205000138260 Pg 1/3 .00  
Shelby Cnty Judge of Probate, AL  
12/05/1980 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Five Thousand Five Hundred and No/100----- Dollars  
(\$5,500.00 ), evidenced by a promissory note of even date herewith and payable  
according to the terms thereof

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,

William C. Tyndal, unmarried and Charles M. Tyndal and wife, Elveree C.  
Tyndal

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:

All that parcel of real property described in Exhibit "A"  
attached hereto and by reference incorporated herein as an  
integral part hereof.

THIS IS A PURCHASE MONEY SECOND MORTGAGE.

RETURN TO:  
ROBERT O. DRIGGERS, Attorney  
1736 Oxmoor Road  
Homewood, Alabama 35209

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

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 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 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

William C. Tyndal, unmarried and Charles M. Tyndal and wife,  
Elveree C. Tyndal

have hereunto set their signature S and seal, this 6th day of November, 1980.

*William C. Tyndal* (SEAL)  
WILLIAM C. TYNDAL  
*Charles M. Tyndal* (SEAL)  
CHARLES M. TYNDAL  
*Elveree C. Tyndal* (SEAL)  
ELVEREE C. TYNDAL (SEAL)

THE STATE of Alabama  
Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that William C. Tyndal, unmarried and Charles M. Tyndal and wife,  
Elveree C. Tyndal  
whose name S / 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 6th day of November, 1980  
*Robert O. Driggers* Notary Public.

THE STATE of  
COUNTY }

My Commission Expires May 11, 1982

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 day of , 19

Notary Public

ROBERT O. DRIGGERS, Attorney  
Return 4036 Oxmoor Road  
Homewood, Alabama 35209  
William C. Tyndal, unmarried and  
Charles M. Tyndal and wife,  
Elveree C. Tyndal  
TO  
Grady H. Bloodworth

MORTGAGE DEED

THIS FORM FROM  
Hayers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

# Lawyers Title Insurance Corporation

A Stock Company  
Home Office - Richmond, Virginia

SCHEDULE A cont'd.

## LEGAL DESCRIPTION:

Unit "A", Building 10 of Chandalar Townhouses, Phase 2, located in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:  
Commence at the Southeast corner of said 1/4-1/4 Section; thence in a Northerly direction, along the East line of said 1/4-1/4 Section, a distance of 840.76 feet; thence 90 deg. left, in a Westerly direction, a distance of 81.8 feet; thence 90 deg. right, in a Northerly direction, a distance of 17.1 feet to a point on the outer face of a wood fence extending along the South side of Unit "D" of said Building 10; thence 90 deg. 59 min. 27 sec. left, in a Westerly direction along the outer face of said wood fence, a distance of 9.9 feet to the Southwest corner of a wood fence that extends across the fronts of Units "A", "B", "C", and "D" of said Building 10; thence 90 deg. right in a Northerly direction along the outer face of said wood fence extending across the fronts of said Units "D", "C", and "B", a distance of 67.2 feet to the point of beginning; thence continue along last described course, along the outer face of said wood fence extending across the front of said Unit "A", a distance of 26.1 feet to the Northwest corner of a wood fence that extends along the North side of said Unit "A"; thence 90 deg. right, in an Easterly direction along the outer face of said wood fence, the outer face of said Unit "A", and the outer face of another wood fence, a distance of 68.0 feet to the Northeast corner of a wood fence that extends along the back of said Unit "A"; thence 90 deg. right, in a Southerly direction along the outer face of said wood fence, a distance of 19.4 feet to the Northwest corner of a storage building; thence 90 deg. left, in an Easterly direction, along the outer face of said storage building, a distance of 4.2 feet to the Northeast corner of said storage building; thence 90 deg. right, in a Southerly direction along the outer face of said storage building, a distance of 6.45 feet to the centerline of a wall common to the storage buildings of Units "A" and "B"; thence 90 deg. right in a Westerly direction along the centerlines of said wall common to the storage buildings of said Units "A" and "B", a wood fence, a party wall and another wood fence, all centerlines being common to Units "A" and "B", a distance of 72.2 feet to the point of beginning.

According to survey dated April 28, 1980.

EXHIBIT "A" ATTACHED TO MORTGAGE FROM WILLIAM C. TYNDAL, UNMARRIED AND CHARLES M. TYNDAL AND WIFE ELVEREE C. TYNDAL TO GRAD H. BLOODWORTH, DATED NOVEMBER 6, 1980.

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

FILED

NOV 12 AM 11:51

RETURN TO:

ROBERT O. DRIGGERS, Attorney  
1736 Oxmoor Road  
Homewood, Alabama 35209

Rec. 450  
Ind. 100  
550  
1980 DEC -5 AM 9:28  
Re Recorded  
From a. [unclear]  
JUDGE OF PROBATE

Utg Tax 8.  
Rec 4  
Jud 1  
15