

This instrument was prepared by

(Name) Daniel M. Spitler  
1972 Chandalar South Office Park  
(Address) Pelham, Alabama 35124



This Form furnished by:

**Cahaba Title, Inc.**

1970 Chandalar South Office Park  
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE- 615

STATE OF ALABAMA  
SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Andrew T. Keegan and wife, Loretta M. TOCCI

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

Billy L. Stell and wife, Flora E. Stell

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

of Thirty-Five Thousand and no/100-----Dollars  
(\$ 35,000.00 ), evidenced by a promissory note of even date herewith.

BOOK 408 PAGE 493



19801216000142480 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
12/16/1980 00:00:00 FILED/CERTIFIED

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,

Andrew T. Keegan and wife, Loretta M. TOCCI

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:

A part of the South 1/2 of the SW 1/4 of the SE 1/4 of Section 25, Township 20 South Range 3 West, more particularly described as follows: Begin at the NW corner of said South 1/2 of SW 1/4 of SE 1/4 of said Section 25, and run thence East along north line of said 20 acre tract a distance of 150 feet, thence run South along center line of a new 24 foot wide street and parallel with West line of said 20 acre tract a distance of 136 feet, thence turn an angle to right and run parallel with North line of said 20 acre tract a distance of 150 feet, to West line of said 20 acre tract; thence run North along West line of said 20 acre tract a distance of 136 feet to point of beginning. Except easement and rights to a 12 foot strip on East side for a road or street. Situated in Shelby County, Alabama.

Subject to easements and restrictions of record.

Mineral and mining rights excepted

This is a wrap-around mortgage and mortgagors acknowledge that there is a mortgage in the original amount of \$11,500.00 given by Lloyd Morgan Collier, Jr. and Sheila V. Collier to C. C. J. Carpenter, Trustee under the will of Lelia Seton Edmundson dated December 21, 1967 and filed December 27, 1967 for record in Mortgage Book 307 Page 775, in the Office of the Judge of Probate, Shelby County, Alabama. Mortgagors give this mortgage in consideration of Billy L. Stell and wife, Flora E. Stell making the payments on this recited mortgage to First National Bank of Birmingham and in the event Billy L. Stell and Flora E. Stell do not keep the first mortgage payments current to First National Bank of Birmingham the mortgagors herein reserve the right to make said payments directly to First National Bank of Birmingham and receive credit for said payments on the payments under the promissory note secured by this mortgage in the full amount of said payments made to First National Bank of Birmingham.

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 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

Andrew T. Keegan and wife, Loretta M. TOCCI *A.T.K LMT*

BOOK 408 PAGE 494

INTG. 52.50  
 Recd. 3.00  
 Ad. 1.00  
 56.50

STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS  
 DOCUMENT WAS FILED  
 1980 DEC 16 AM 8:37

1st day of December, 19 80

*Andrew T. Keegan* (SEAL)  
 Andrew T. Keegan  
*Loretta M. Tocci* (SEAL)  
 Loretta M. TOCCI *A.T.K LMT* (SEAL)

BOOK

THE STATE OF ALABAMA }  
 SHELBY COUNTY }  
 JUDGE OF PROBATE

19801216000142480 Pg 2/2 .00  
 Shelby Cnty Judge of Probate, AL  
 12/16/1980 00:00:00 FILED/CERTIFIED

I, the undersigned Andrew T. Keegan *A.T.K LMT*, a Notary Public in and for said County, in said State,

whose name 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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st *A.T.K LMT* day of December, 19 80

*Daniel M. Spittler* Notary Public

THE STATE of *Pennsylvania* }  
*Delaware* COUNTY }  
 I, the undersigned *Loretta M. Tocci, the wife of Andrew T. Keegan* *A.T.K LMT*, a Notary Public in and for said County, in said State,

whose name is *Loretta M. Tocci* 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, she executed the same voluntarily on the day the same bears date. *A.T.K*

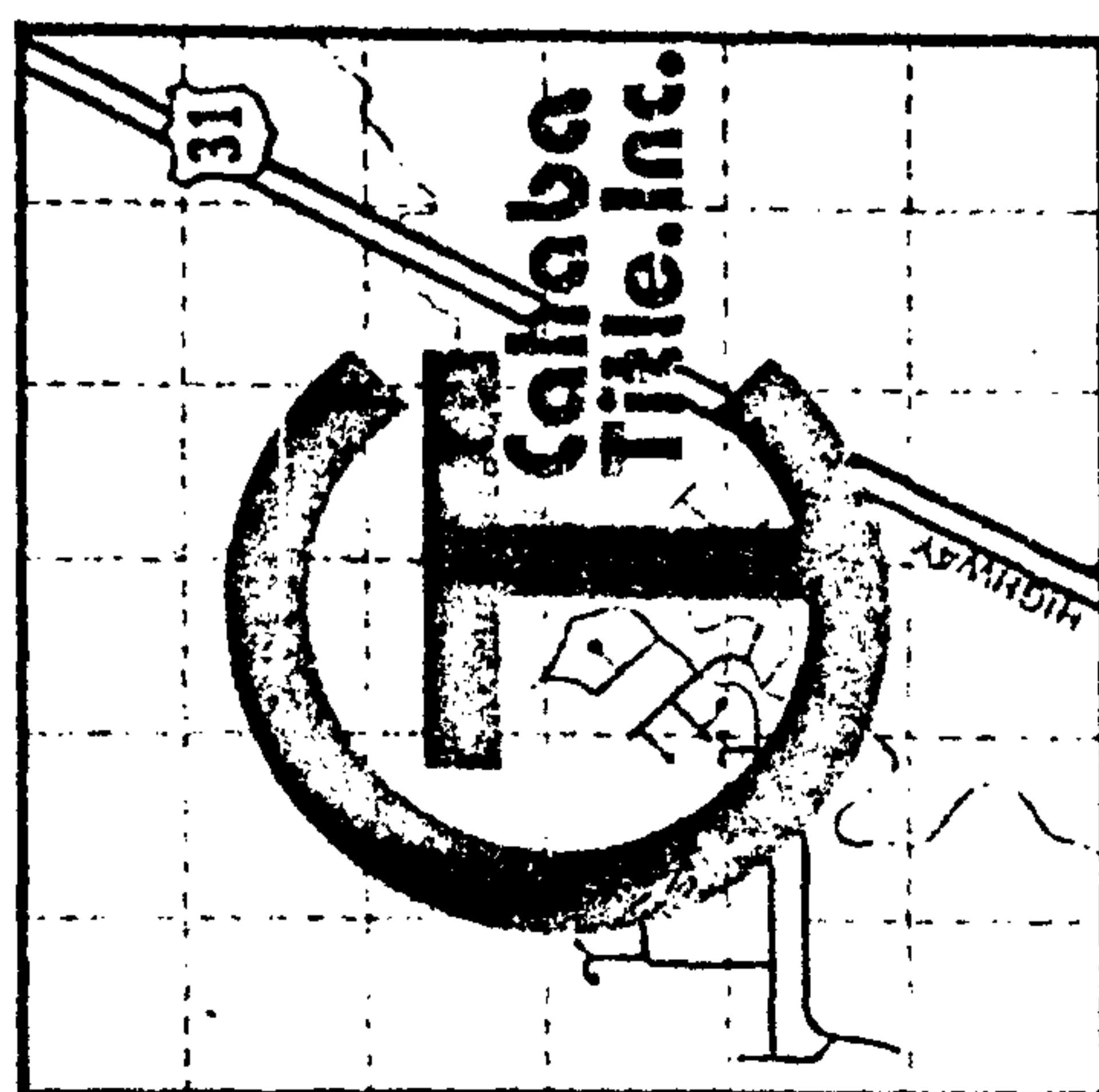
Given under my hand and official seal, this the *LMT 4* day of *Dec.*, 19 80

*Robert L. Diamond*, Notary Public

Return to:

TO

MORTGAGE DEED



Recording Fee \$  
 Deed Tax \$

This form furnished by

**Cahaba Title, Inc.**  
 1970 Chandalar South Office Park  
 Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation  
 Telephone 205-663-1130