

(Name) J. Fred Wood, Jr., Attorney at Law 671

(Address) 2121 Highland Avenue, Birmingham, Alabama 35205

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

L. W. Glazner, Jr., and wife, Mary Anne Glazner,

(hereinafter called "Mortgagors", whether one or more) are ~~jointly and severally~~ Indemnitors of

Charles M. Jager, Joe W. Moore and Claude H. Estes, III,

(hereinafter called "Mortgagee", whether one or more), ~~for the sum of~~ ~~XXXXXX~~ Dollars

XX performance of certain obligations

XX evidenced by an indemnity agreement of even date herewith



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Shelby Cnty Judge of Probate, AL  
12/17/1980 00:00:00 FILED/CERTIFIED

liability

And Whereas, Mortgagors agreed, in incurring said ~~liability~~, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

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 2, Brookstone Estates, according to map of which is recorded in the Probate Office of Shelby County, Alabama, in Map Book 4, Page 53, in said office.

Also commence where the northerly right-of-way line of Cahaba Valley Road intersects the westerly line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 28; thence in a northeasterly direction along said right-of-way a distance of 816.2 feet, more or less, to the point of beginning, said point being the southeast corner of Lot 2 of Brookstone, as recorded in Map Book 4, Page 53, in the Office of the Judge of Probate in Shelby County, Alabama, said point also being on a curve to the right, having a radius of 5807.78 feet; thence in a northeasterly direction along said curve and right-of-way line, chord of said curve forming an angle of 89 degrees, 26 min. 38 sec. from the easterly line of said Lot 2, a distance of 170.00 feet; then 74 degrees, 53 min. 10 sec. left, from last described chord, in a northwesterly direction a distance of 655.63 feet to a point on the southerly right-of-way line of Valley View Road, said point also being on a curve, having a radius of 154.92 feet; thence 127 degrees, 10 min. left to chord of said curve, in a southwesterly direction along the arc of said curve to the right, a distance of 111.64 feet to end of said curve; thence in a southwesterly direction along line tangent to said curve and along said right-of-way line a distance of 234.08 feet to the northeast corner of said Lot 2; thence 88 degrees, 02 min. 10 sec. left in a southeasterly direction a distance of 586.20 feet to the point of beginning.

This mortgage is second, junior and subordinate to that purchase money mortgage to Bobby R. McCullar and Marion R. McCullar, and default in any of the terms of said mortgage shall constitute a default in the terms of this mortgage and subject same to immediate foreclosure or other remedies provided herein.

The approximate equity securing this mortgage is \$50,000.00.

DOMINICK, FLETCHER, YEILDING, ACKER, WOOD & LLOYD, P. A.

PROFESSIONAL ASSOCIATION  
2121 HIGHLAND AVENUE  
P. O. BOX 1387  
BIRMINGHAM, ALABAMA 35201



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

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Shelby Cnty Judge of Probate, AL  
12/17/1980 00:00:00 FILED/CERTIFIED

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
signature and seal this

day of  
*L. W. Glazner, Jr.* (SEAL)  
L. W. Glazner, Jr.  
*Mary Anne Glazner* (SEAL)  
Mary Anne Glazner  
(SEAL)

1980 DEC 17 AM 8:57

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

THE STATE of ALABAMA  
SHELBY COUNTY }

I, J. Fred Wood, Jr., a Notary Public in and for said County, in said State,  
hereby certify that L. W. Glazner, Jr., and wife, Mary Anne Glazner,

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 December, 1980.

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 day of , 19  
Notary Public

Return to:  
J. Fred Wood, Jr., Attorney at Law  
2121 Highland Avenue  
Birmingham, Alabama 35205

MORTGAGE DEED

L. W. Glazner, Jr.,  
and wife,  
Mary Anne Glazner

TO

Charles M. Jager,  
Joe W. Moore  
and  
Claude H. Estes, III

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