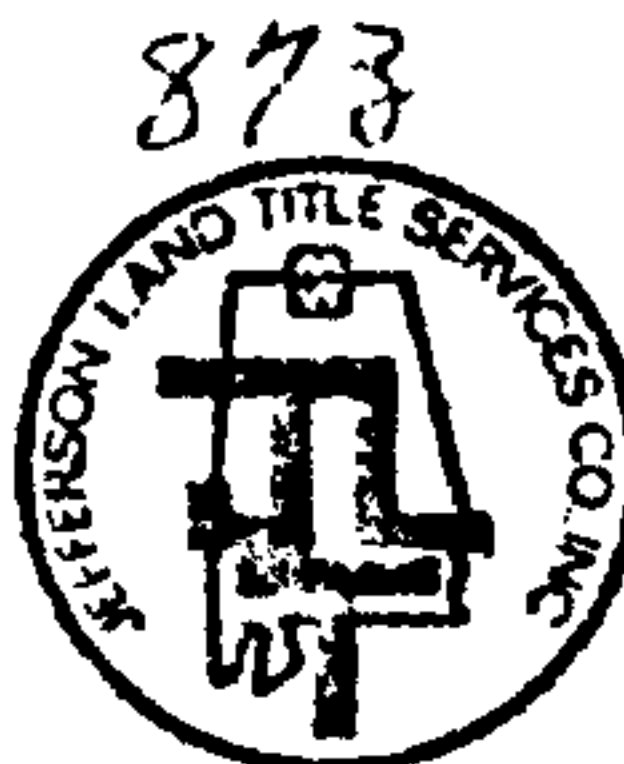




19801222000145730 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
12/22/1980 00:00:00 FILED/CERTIFIED

This instrument was prepared by

(Name) Harrison, Conwill, Harrison & Justice
Attorneys at Law
(Address) Columbiana, Alabama 35051



Jefferson Land Title Services Co., Inc.

318 21ST NORTH • P. O. BOX 10451 • PHONE (205) 328-6070

BIRMINGHAM, ALABAMA 35203

AGENTS WITH

Mississippi Valley Title Insurance Company

MORTGAGE--

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David Allen Miller, an unmarried man

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

Cloiece Williamson

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

Dollars

of Ten Thousand Three Hundred and no/100-----
(\$ 10,300.00), plus interest as evidenced by one promissory note of this date in the amount of \$10,300.00
being payable in 60 monthly installments of \$208.84 each, beginning February 10, 1981.

BOOK 408 PAGE 709

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,

David Allen Miller, an unmarried man

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 tract or parcel of land in Shelby County, State of Alabama, and lying and being in the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 9, Township 19 South, Range 19 East and being more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of SE 1/4 of said Section 9 and proceed in an Easterly direction along the South boundary of said 1/4-1/4 section for a distance of 321.3 feet to a point on a fence; thence North 01 deg. 00 min. West along said fence for a distance of 1465 feet to a point; thence South 89 deg. 00 min. West for a distance of 666 feet to the point of beginning of property herein described; thence South 51 deg. 10 min. West for a distance of 302 feet to an iron pipe; thence North 65 deg. 04 min. West for a distance of 180 feet, more or less, to a point in the center of County Highway No. 81; thence North 03 deg. 50 min. East along the center line of said road for a distance of 192 feet to a point in the center of said road, said point being the beginning of a curve concave right; thence in a Northeasterly direction along the center line of said road and curve concave right for a distance of 700 feet, more or less, to point of ending of said curve; thence North 78 deg. 05 min. East and continuing along the center line of said road for a distance of 359 feet to a point in the center of said road; thence South 21 deg. 44 min. West for a distance of 185.9 feet to an iron corner; thence South 46 deg. 52 min. West for a distance of 326.8 feet to an iron pipe; thence South 25 deg. 43 min. West for a distance of 149.4 feet to an iron pipe; thence South 18 deg. 57 min. West for a distance of 94.4 feet to an iron pipe and the point of beginning.

Containing 7.1 acres according to survey of Billy R. Martin dated December 19, 1980.

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

David Allen Miller, an unmarried man

have hereunto set my

signature and official seal, this

22nd day of December, 1980.

Mtg. 15.45
Rec. 3.00
Jud. 1.00
19.45

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

1980 DEC 22 PM 2:03

David Allen Miller

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned authority
hereby certify that

David Allen Miller, an unmarried man

, a Notary Public in and for said County, in said State,

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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd

day of December

, 19 80.

Edward D. Manning

Notary Public.

THE STATE of

COUNTY

I,
hereby certify that

, a Notary Public in and for said County, in said State,

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

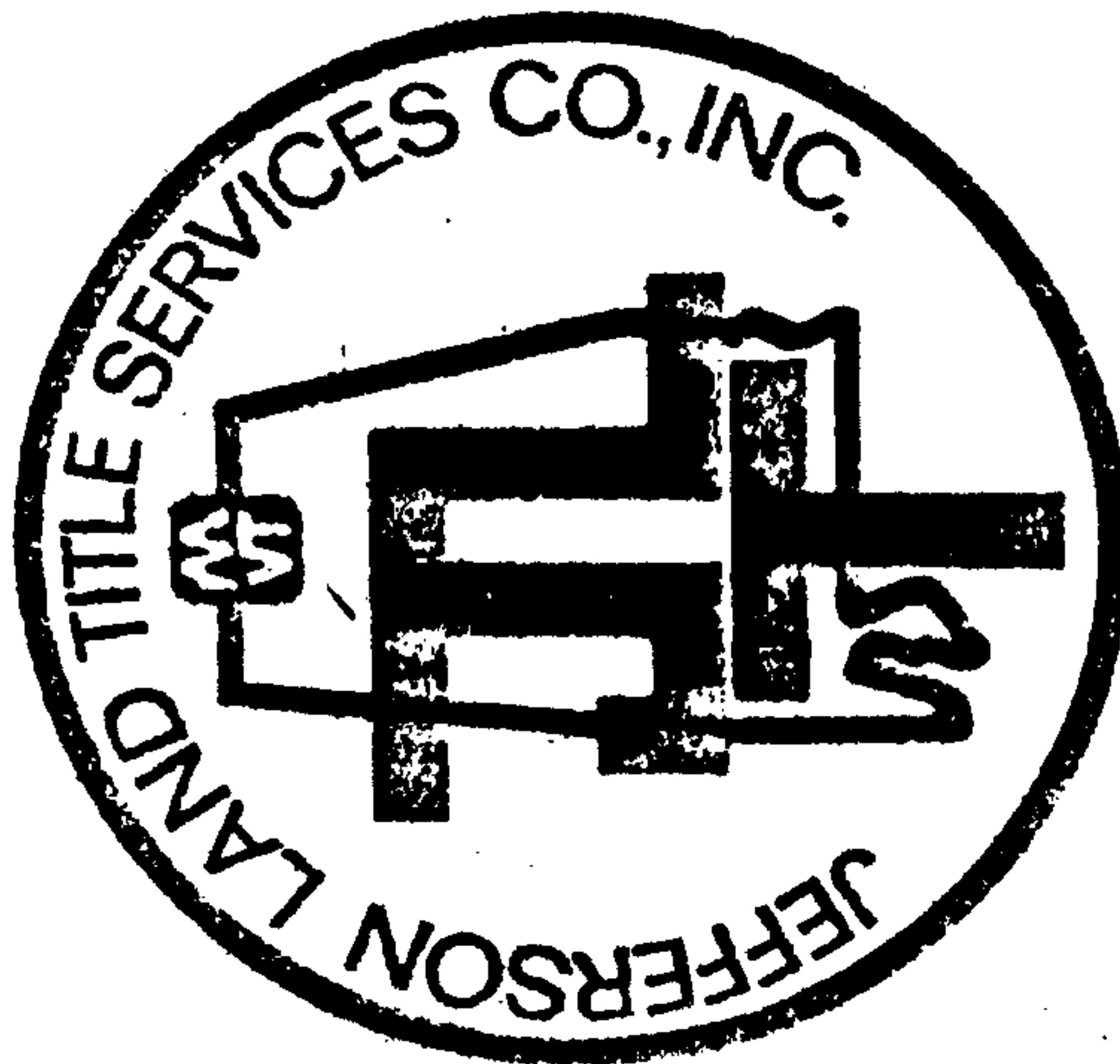
, 19

, Notary Public

turn to:

TO

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.

1ST NORTH & P.O. BOX 18881 & PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

A.S.N.T.S. 'OP

Mississippi Valley Title Insurance Company