

This instrument was prepared by

(Name) Wallace, Ellis, Head & Fowler, Attorneys

(Address) Columbiana, Alabama 35051

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Shelby Cnty Judge of Probate, AL
12/23/1980 00:00:00 FILED/CERTIFIED

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,

Donald B. Bristow and wife, Alice S. Bristow

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

Earl Foust

(hereinafter called "Mortgagee", whether one or more), in the sum of ONE HUNDRED SIX THOUSAND, FIVE HUNDRED AND NO/100 Dollars (\$106,500.00), evidenced by one promissory installment note of this date in the amount of \$106,500.00, with interest thereon from date at the rate of 9% per annum, the principal and interest payable as follows, namely: payable in 215 monthly installments of \$999.17, payable on the 1st day of each month after date, commencing January 1, 1981, until said sum is 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,

Donald B. Bristow and wife, Alice S. Bristow

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 part of the property described on Exhibit "A" attached hereto which lies West of four-lane U. S. Highway #31, said Exhibit "A" being incorporated by reference hereto and made a part and parcel hereof, as fully as if set out herein.



165.25

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

have hereunto set OUR signature S and seal, this 23 day of October, 1980.

(Donald B. Bristow)

(Alice S. Bristow)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned

hereby certify that Donald B. Bristow and wife, Alice S. Bristow

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 23 day of October, 1980.

THE STATE of

COUNTY

I,

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:

TO

MORTGAGE DEED

THIS FORM FROM
Buyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1:

Commence on the East line of the old dirt Birmingham-Montgomery Highway where the same intersects the Southern line of the Keystone Lime Company lot and run South along said highway 420 feet to the Southwest corner of the A. H. Cost lot, which point is the point of beginning of the lot herein conveyed; thence continue south along said highway 157½ feet; thence run East 420 feet; thence run North 157½ feet; thence run West 420 feet to the point of beginning; being situated in the W½ of NW¼ of Section 25, Township 20, Range 3 West, Shelby County, Alabama. Mineral rights being excepted.

PARCEL 2:

Commence on the East line of the old dirt Birmingham-Montgomery Highway where the same intersects the Southern line of the Keystone Lime Company lot and run South along said highway 420 feet to the Southwest corner of the A. H. Cost lot, which point is the Northwest corner of a lot owned by Earl Foust and Elma Foust; thence continue along said dirt highway 157½ feet to the Southwest corner of said lot owned by Earl Foust and Elma Foust; thence East along the South line of said Foust lot, run 210 feet to the point of beginning of the lot herein conveyed; thence run South along the East line of the Pauline and Raymond Worthy lot 157½ feet; thence run East 210 feet; thence run North 157½ feet to the South line of said lot owned by Earl Foust and Elma Foust; thence along same West 210 feet to the point of beginning; being situated in W½ of NW¼ of Section 25, Township 20, Range 3 West, Shelby County, Alabama. Mineral rights being excepted.

PARCEL 3:

A strip of land 12 feet wide lying along the East line of the above described lots, said strip being more particularly described as follows: Commence at the Southeast corner of Parcel 2 hereinabove described and run East, 12 feet; thence North 5 degrees West, 315 feet; thence West 12 feet; thence South along the East boundary of Parcels 1 and 2 hereinabove described, which line is also the East boundary of a lot formerly known as the Will Smith lot, 315 feet to the point of beginning; being situated in the W½ of the NW¼ of Section 25, Township 20, Range 3 West, Shelby County, Alabama. Mineral rights being excepted.

PARCEL 4:

A lot on the West side of U.S. Highway #31 right of way described as follows: Commence at a point on said right of way, which point is North 18 degrees West, 13 feet from mouth of concrete culvert under said right of way; thence South 12 degrees West, and along right of way, 200 feet to the Northeast corner of lot formerly known as the Carl Smith lot; thence West 12.5 feet to the East line of a lot owned by A.D. Davis; thence along said Davis lot run North 5 degrees West, 210 feet; thence run in an Easterly direction 73 feet to the point of beginning and containing 16/100 acres, more or less, and being situated in the W½ of NW¼ of Section 25, Township 20, Range 3 West, Shelby County, Alabama. Mineral and mining rights excepted.

EXCEPTING from above described land that portion of said lands sold to Shelby County for right of way for 4-lane Birmingham-Montgomery Highway as described in Deed Book 176, Page 340, in Probate Office.

BOOK 408 PAGE 739

12/23/80

Donald B. Brinkley
Alice S. Brinkley

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

1980 DEC 23 AM 11:50

John A. Brinkley, Jr.
JUDGE OF PROBATE

mtg. 159.75
Rec. 4.50
Ind. 1.00

165.25