

THE STATE OF ALABAMA

Shelby County

This instrument was prepared by
Kim Walker
of BANK OF THE SOUTHEAST

KNOW ALL MEN BY THESE PRESENTS: That whereas,

Mary Nell Leverton

John B. Leverton and wife,

(hereinafter called Mortgagors, whether one or more) are justly indebted to BANK OF THE SOUTHEAST (hereinafter called Mortgagee which shall include its successors and assigns) in the sum of Twenty three thousand Six hundred and sixty-three dollars and 52/100----- (\$ 23,663.52). evidenced by

One negotiable note of even date

And Whereas, Mortgagors, agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof; and also the Mortgagors agreed that this mortgage is intended to and does secure any and all other indebtedness, debts, obligations and liabilities of said Mortgagors to said Mortgagee, whether the same have been heretofore or hereafter contracted, direct or contingent, regardless of amount, or are now existing or hereafter arising, and any and all extensions and renewals thereof, or any part thereof; and any and all other additional indebtedness now or hereafter owed by Mortgagors to Mortgagee and any and all extensions or renewal of said additional indebtedness or any part thereof.

NOW THEREFORE, in consideration of the premises, and to secure the indebtedness referred to above and any and all extensions and renewals thereof or any part thereof (herein collectively defined and referred to as the "indebtedness" or the "debt"), the Mortgagors have bargained and sold, and do hereby grant, bargain, sell and convey to Mortgagee the following described real estate situated in Shelby County, State of Alabama, to-wit:

Commence at the Southwest corner of Section 11, Township 18 South, Range 1 East, Shelby County, Alabama, thence proceed North 51° 46 minutes East for a distance of 806.2 feet to the point of beginning on the East right of way line of the Vandiver-Leeds Paved Highway; from this beginning point turn angle of 57° 44 minutes to the left and proceed North 50° 58 minutes West along the East right of way of said highway for a distance of 150 feet; thence turn an angle of 84° 05 minutes to the right and proceed North 78° 07 minutes East for a distance of 76.6 feet; thence turn an angle of 88° 50 minutes to the right and proceed South 130° 03 minutes East for a distance of 100 feet; thence turn an angle of 63° 28 minutes to the right and proceed South 50° 25 minutes West for a distance of 106.25 feet to the point of Beginning.

The above described land is located in Southwest Quarter of the Southwest Quarter of Section 11, Township 18 South, Range 1 East, Shelby County, Alabama.

Mineral and mining rights excepted.
Situated in Shelby County, Alabama.



P. O. Box 1967 Birmingham, AL 35201

Together with all the rights, privileges, tenements and appurtenances thereto belonging and in any wise appertaining, and all improvements thereon including screened windows and doors, venetian blinds, gas, steam, electric and all other heating, lighting, refrigeration and cooking apparatus, elevators, ice boxes, plumbing and other appliances and equipment appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage; and said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD THE SAID PREMISES, and every part thereof unto the Mortgagee, its successors and assigns forever. And the Mortgagors covenant with the Mortgagee that the Mortgagors are lawfully seized in fee simple of said premises and have a good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the Mortgagors will warrant and forever defend the title to same unto the Mortgagee, its successors and assigns against the lawful claims of all persons whomsoever; and for the purpose of further securing the payment of said indebtedness and debt as above defined and referred to, the Mortgagors agree 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 debt and indebtedness as above defined and referred to the Mortgagors agree to keep the improvements on said real estate insured against loss or damage by fire or 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 the Mortgagors fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee may at the option of Mortgagee insure said property for the fair and reasonable insurable value thereof for Mortgagee's own benefit, the policy if collected, to be credited on said debt or indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall be a debt to said Mortgagee, additional to the debt or indebtedness as above defined and referred to hereby 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 Mortgagors pay said indebtedness, and any renewals or extensions thereof and all other indebtedness secured by this mortgage, all of which is herein defined and referred to as above stated as the indebtedness or the debt and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments or insurance, and interest thereon, then the conveyance to be null and void; but should default be made in the payment of any sum expended by said Mortgagee, or should said debt or indebtedness as herein defined and referred to hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the indebtedness or debt hereby secured, then in any one of said events, the whole of said indebtedness or debt as herein defined and referred to, hereby secured shall at once become due and payable, and this mortgage shall 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 debt or indebtedness as defined and referred to herein

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 Mortgagors and Mortgagors further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and Mortgagors further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in a court of competent jurisdiction, should the same be so foreclosed, said fee to be part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

John B. Leverton and wife, Mary Nell Leverton

have hereunto set their signature s and seal, this 26th day of December 19 80

John B. Leverton (SEAL)
Mary Nell Leverton (SEAL)

THE STATE of Alabama

MY COMMISSION EXPIRES OCTOBER 10, 1991

Jefferson COUNTY

I, Kimberly Leigh Owen Walker, a Notary Public in and for said County, in said State, hereby certify that John B. Leverton and wife, Mary Nell Leverton

whose name s signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26 day of December 19 80

Kimberly Leigh Owen Walker Notary Public.

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

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

1980 DEC 30 AM 8:38

Thomas G. Shanderson, Jr.
JUDGE OF PROBATE

Orig. 35.55
Rec. 4.50
Ind. 1.00
41.05