



19810106000001080 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
01/06/1981 00:00:00 FILED/CERTIFIED

(Name) **HOLLIMAN & KINCAID, Attorneys at Law**  
(Address) **1610 4th Avenue North, Bessemer, AL 35020**

77

MORTGAGE- AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Norman Wyatt Williams and wife, Bobbie B. Williams

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

Ethel Lovell, a single person

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

of Twenty-five Thousand and no/100-----Dollar  
(\$ 25,000.00 ), evidenced by a promissory note bearing even date, due and payable according to the terms and conditions of said note.

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,

Norman Wyatt Williams and wife, Bobbie B. Williams

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:

Begin at the southwest corner of the Southwest quarter of the Northwest Quarter of Section 5, Township 20 South, Range 1 East; thence run north along the west line of said section on an azimuth of 359 degrees 45 minutes 535.0 feet; thence turn an azimuth of 90 degrees 00 minutes easterly 1429.44 feet; thence turn an azimuth of 199 degrees 24 minutes southwesterly 310.73 feet to a point on the east line of said quarter-quarter; thence turn an azimuth of 179 degrees 45 minutes south along the said east line of said quarter-quarter 235.18 feet to the southeast corner of said quarter-quarter; thence turn an azimuth of 269 degrees 43 minutes west along the south line of said quarter-quarter 1325.15 feet to the point of beginning.

Upon payment by the mortgagors the amount of \$3,000.00, the seller will release from lien and effect of said Purchase Money Mortgage a parcel of land on the basis of two (2) acres for each \$3,000.00 paid on the principal amount.

Should the Mortgagors default after the release of any two (2) acres, the Mortgagees will have the right of ingress and egress to the remainder of property.

There will be a late charge on any payment received after the 10th day of each month in the amount of \$10.00.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.



BOOK 409 PAGE 13

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 Norman Wyatt Williams & wife, Bobbie B. Williams have hereunto set our signature and seal, this 31st day of December 1980

*Norman Wyatt Williams* (SEAL)  
Norman Wyatt Williams

*Bobbie B. Williams* (SEAL)  
Bobbie B. Williams

THE STATE of ALABAMA }  
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Norman Wyatt Williams & wife, Bobbie B. Williams whose name our 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 31st day of December 1980

*James A. Holliman* 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

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

Notary Public

1981 JAN -6 AM 8:45

19810106000001080 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
01/06/1981 00:00:00 FILED/CERTIFIED

*Thomas A. Shouder, Jr.*  
JUDGE OF PROBATE  
my 37 50  
R-2 3.00

Return to:

TO

MORTGAGE DEED

This form furnished by

american title insurance com

116-3RD AVENUE NORTH • BIRMINGHAM AL 35203 • (205) 4