

(Name) Eugene M. Zeidman

(Address) 612-615 Massey Building, Birmingham, Alabama, 35203.

Form 1-1-22 Rev. 1-64

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Thomas M. Sullivan

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

Mark H. Acton, Jr., and wife, Minnie Lee Acton,

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Shelby Cnty Judge of Probate, AL
01/06/1981 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum of Fifty-eight Thousand Two Hundred Forty-four and 40/100-----Dollars (\$ 58,244.40), evidenced by two notes of even date herewith, one note in the amount of \$6,471.60, together with interest at the rate of 10½% per annum, payable one year from date hereof, and another note for \$51,772.80, payable in equal, monthly installments of \$633.78 for a period of 144 months, each monthly installment to include interest at the rate of 10½% per annum on the unpaid balance.

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,

Thomas M. Sullivan

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 parcel of land located in the Northwest 1/4 of the Southeast 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said 1/4-1/4 Section; thence' in a Northerly direction, along the West line of said 1/4-1/4 Section, a distance of 461.07 feet; thence 41 degrees 28 minutes 50 seconds right, in a Northeasterly direction, a distance of 46.66 feet; thence 106 degrees 27 minutes right, in a Southeasterly direction a distance of 130.33 feet to the Point of Beginning; thence continue along last described course a distance of 88.63 feet; thence 106 degrees 27 minutes left, in a Northeasterly direction a distance of 378.0 feet; thence 90 degrees left, in a north-westerly direction, along the Southwesterly right of way of a paved road, a distance of 85.0 feet; thence 90 degrees left, in a Southwesterly direction a distance of 352.91 feet to the Point of Beginning; containing 38,062.50 square feet; together with appurtenances thereon.

THIS IS A PURCHASE MONEY MORTGAGE.

All indebtedness which this mortgage secures shall immediately become due and payable upon the sale of the property mortgaged hereunder.

The proceeds of this loan have been applied toward the purchase price of the property described above conveyed to mortgagor simultaneously herewith.

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 full 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 Mortgagee 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

Thomas M. Sullivan

have hereunto set his signature and seal, this 24th day of November, 1980.

Thomas M. Sullivan

19810106000001110 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL

01/06/1981 00:00:00 FILED/CERTIFIED

THE STATE of ALABAMA
JEFFERSON COUNTY

I, the undersigned
hereby certify that Thomas M. Sullivan

, 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 6 day of November, 1980.

Notary Public

THE STATE of ALABAMA
JEFFERSON COUNTY

I, a Notary Public in and for said County, in said State,
hereby certify that

whose name as 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 11 day of November, 1980.

Notary Public

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

1981 JAN -6 AM 9:35

JUDGE OF PROBATE

Inty. 8745-

Rec. 3.00

Ind. 1.00

91.45-

MORTGAGE DEED

TO

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

Birmingham, Alabama

Return to: