

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

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(Address) Columbiana, Alabama 35051

Form 100-1 Rev. 1-86

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Wiley L. Bibb



19810121000007620 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
01/21/1981 00:00:00 FILED/CERTIFIED

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

✓ Estelle Crumpton

of SIX THOUSAND NINE HUNDRED & NO/100 (hereinafter called "Mortgagee", whether one or more), in the sum of (\$ 6,900.00 Dollars), evidenced by one promissory installment note of this date in the amount of \$6,900.00, together with interest upon the unpaid portion thereof from January 21, 1982 at the rate of 12% per annum, in monthly installments of \$100.00, payable on the 1st day of each month after date, commencing February 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,

Wiley L. Bibb

and, in executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, located in Shelby County, State of Alabama, to-wit:

A tract of land in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 28, Township 21 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at the NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Township 21 South, Range 1 East; thence run South, along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 295.20 feet to the point of beginning; thence continue South along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 221.34 feet; thence turn an angle of 90 deg. 34 min. 30 sec. to the right and run a distance of 674.73 feet; thence turn an angle of 89 deg. 25 min. 30 sec. to the right and run a distance of 516.54 feet to the North line of said $\frac{1}{4}$ $\frac{1}{4}$ Section; thence turn an angle of 90 deg. 34 min. 30 sec. to the right and run East along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 379.53 feet; thence turn an angle of 89 deg. 25 min. 30 sec. to the right and run a distance of 295.20 feet; thence turn an angle of 89 deg. 25 min. 30 sec. to the left and run a distance of 295.20 feet to the point of beginning. Situated in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Township 21 South, Range 1 East, Shelby County, Alabama, and containing 6.00 acres, according to survey of Frank W. Wheeler, Registered Land Surveyor, dated January 20, 1981.

Subject to easements and rights of way of record.

As indicated above herein, this indebtedness is not subject to payment of interest for the first year, but interest will begin accumulating on the unpaid balance on March 21, 1982.

Mortgagor herein shall have the right to prepay at any time, all or any part, of said above indebtedness, without penalty, by paying such amount of prepayment, plus the accrued interest as of such prepayment date.

THIS MORTGAGE IS GIVEN AS SECURITY FOR THE PAYMENT OF THE ABOVE INSTALLED DEBT.

...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 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 I, Wiley L. Bibb, Notary Public, my and seal, this 21st day of January, 1981.
STATE OF ALA. SHELBY COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED
1981 JAN 21 PM 2:52
Wiley L. Bibb
De. 3.00
Ind. 1.00
14/35
(SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }
I, the undersigned, Wiley L. Bibb, a Notary Public in and for said County, in said State, hereby certify that

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 21st day of January, 1981.
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

Return to:
TO
MORTGAGE DEED
THIS FORM FROM
Buyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama