

This instrument was prepared by

(Name) Joel C. Watson(Address) P.O. Box 987, Alabaster, AL

This Form furnished by:

**Cahaba Title, Inc.**1970 Chandalar South Office Park  
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE-

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Michael and wife Susan Kelley

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

Howard and Josephine Holcombe; Bobby and Betty Holcombe

(hereinafter called "Mortgagee", whether one or more), in the sum  
Dollarsof Thirty One Thousand Two Hundred Dollars  
(\$31,200.00). evidenced by Note of Even Date19810318000030040 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
03/18/1981 00:00:00 FILED/CERTIFIED

BOOK 410 PAGE 750

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, Michael and Susan Kelley

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:

Commence at the Southeast corner of the SW1/4 of the SE1/4 of Section 32, Township 21 South, Range 1 West; thence proceed in a Northerly direction along the East boundary line of said 1/4-1/4 Section for a distance of 231.00 feet to a point; thence turn an angle of 92 degrees 04 minutes 02 seconds to the left and run for a distance of 667.46 feet to a point; thence turn an angle of 92 degrees 03 minutes 45 seconds to the right and run for a distance of 186.78 feet to a point being the point of beginning of the parcel of land herein described; thence continue in the same direction for a distance of 88.0 feet to a point; thence turn an angle of 116 degrees 06 minutes 45 seconds to the left and run for a distance of 566.91 feet to a point, being a point 30 feet Northeast of the centerline of County Highway #97; thence turn an angle of 121 degrees 45 minutes 49 seconds to the left and run for a distance of 135.0 feet to a point, also being a point 30 feet Northeast of said centerline of said Co. Rt. 97; thence turn an angle of 62 degrees 42 Minutes 36 seconds to the left and run for a distance of 458.52 feet to the point of beginning. Said parcel of land is lying in the SW1/4 of the SE1/4 of Section 32, Township 21 South, Range 1 West, and contains 1.15 acres. Situated in Shelby County, Alabama.

This mortgage may not be transferred or assumed by another without the express written consent of the Mortgagees.

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

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 may best see fit, 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

SHIRAZIA SHELBY CO.  
1931 MAR 18 AM 10:14  
JUDGE OF PROBATE

signature S and seal, this 13th day of March, 1931  
Mortgage - 4680  
Rec. 400  
Ind. 100  
5180

Michael Kelley (SEAL)  
Susan Kelley (SEAL)  
(SEAL)

THE STATE of Alabama  
Shelby COUNTY

19810318000030040 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
03/18/1981 00:00:00 FILED/CERTIFIED

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael Kelley and Susan Kelley

whose names 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 were dated.

Given under my hand and official seal this 13th day of March

Patricia D. Buehler, 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.

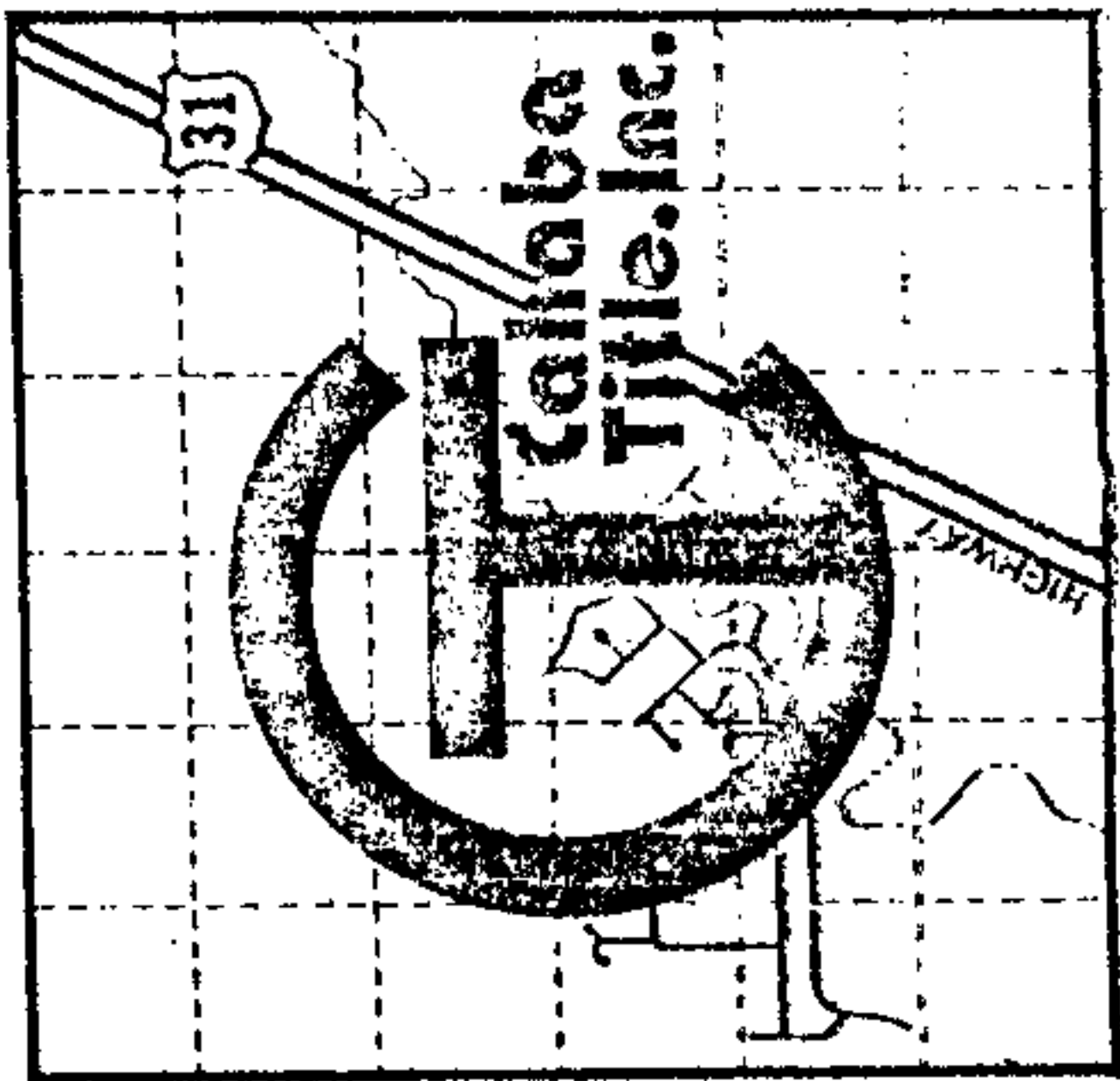
Given under my hand and official seal, this the day of , 19

Notary Public

Return to:

TO

MORTGAGE DEED



Recording Fee \$  
Deed Tax \$

This form furnished by

Calaba Title, Inc.

1970 Chaudair South Office Park  
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation