

This instrument prepared by

(Name) C. H. Estes, III

886

(Address) 2121 Highland Avenue, Suite 110, Birmingham, Alabama, 35205

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John P. Bryant and wife Linda F. Bryant

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

Ellis H. Till, Jr.



19810325000032480 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
03/25/1981 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum
of Two Hundred Twenty Thousand and no/100----- Dollars
(\$ 220,000.00), evidenced by One Promissory Note dated September 17, 1980.

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,

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:

SEE EXHIBIT "A" MADE A PART OF THIS DOCUMENT AND ATTACHED HERewith.

BOOK 410 PAGE 932

Jefferson County

Said property was sold to the said mortgagee by the said mortgagors and their heirs, assigns, executors, administrators, and assigns.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns for ever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes o assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgage 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

have hereunto set our signatures and seal, this 17th day of September, 19 80

John P. Bryant

Linda F. Bryant

THE STATE of Alabama
Jefferson COUNTY

I, C. H. Estes, III, a Notary Public in and for said County, in said State, hereby certify that John P. Bryant and wife Linda F. Bryant

whose name s assigned 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 17th day of September

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
Lvers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT "A"

PARCEL A

A parcel of land located in the Southeast One-Quarter of the Northeast One-Quarter of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of said quarter-quarter section; thence turn an angle of 52 degrees 02 minutes right measured from the East line of said quarter-quarter section and run in a Southwesterly direction for a distance of 413.34 feet; thence turn an angle to the left of 39 degrees 15 minutes 25 seconds and run in a Southwesterly direction for a distance of 104.09 feet to the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 163.07 feet; thence turn an angle to the right of 0 degrees 29 minutes 30 seconds and run in a Southwesterly direction for a distance of 217.25 feet; thence turn an angle to the right of 105 degrees 54 minutes 55 seconds and run in a Northwesterly direction for a distance of 171.59 feet; thence turn an angle to the right of 73 degrees 53 minutes 30 seconds and run in a Northeasterly direction for a distance of 284.16 feet; thence turn an angle to the right of 73 degrees 34 minutes 46 seconds and run in a Northeasterly direction for a distance of 171.74 feet to the point of beginning.

PARCEL B

A parcel of land located in the Southeast One-Quarter of the Northeast One-Quarter of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of said quarter-quarter section; thence turn an angle to the right of 52 degrees 02 minutes measured from the East line of said quarter-quarter section and run in a Southwesterly direction for a distance of 413.34 feet; thence turn an angle to the left of 39 degrees 15 minutes 25 seconds and run in a Southwesterly direction for a distance of 267.16 feet; thence turn an angle to the right of 0 degrees 29 minutes 30 seconds and run in a Southwesterly direction for a distance of 217.25 feet; thence turn an angle to the right of 105 degrees 54 minutes 55 seconds and run in a Northwesterly direction for a distance of 202.82 feet to the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 20.80 feet to the point of beginning of a curve to the left, said curve having a central angle of 14 degrees 56 minutes 30 seconds and a radius of 659.31 feet; thence run along arc of said curve to the left in a Northwesterly direction for a distance of 171.94 feet to the end of said curve; thence run along the tangent as extended to said curve in a Northwesterly direction for a distance of 0.51 feet; thence turn an angle to the right of 88 degrees 50 minutes and run in a Northeasterly direction for a distance of 90.47 feet; thence turn an angle to the right of 90 degrees and run in a Southeasterly direction for a distance of 190 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a Southwesterly direction for a distance of 122.00 feet to the point of beginning.

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

1981 MAR 25 PM 2:40

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

mf.	330.00
Rev.	4.50
Ind.	1.00
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	335.50