

(Name) William A. Jackson, Attorney

1734 Oxmoor Road

(Address) Birmingham, Alabama 35209



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Shelby Cnty Judge of Probate, AL
04/03/1981 00:00:00 FILED/CERTIFIED

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Thomas E. Owens and wife, Linda H. Owens

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

Ben W. Hooks and wife, Jackie L. Hooks

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

of Four Thousand Nine Hundred and No/100-----Dollars
(\$ 4,900.00), evidenced by one promissory note of even date herewith, according
to the terms and conditions of said note, with the final payment due on
March 26, 1986, unless sooner paid,

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 E. Owens and wife, Linda H. Owens

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" ATTACHED HERETO AND MADE A PART
HEREOF FOR LEGAL DESCRIPTION OF PROPERTY BEING
MORTGAGED HEREBY.

The proceeds of this loan have been applied on the
purchase price of the property described herein,
conveyed to mortgagors simultaneously herewith.

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WILLIAM A. JACKSON & LEE

1734 OXMOOR ROAD

BIRMINGHAM, ALABAMA 35209

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, Thomas E. Owens and wife, Linda H. Owens,

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have hereunto set their signatures and seal this 1st day of April, 1981
Thomas E. Owens (SEAL)
Linda H. Owens (SEAL)

THE STATE of ALABAMA }
JEFFERSON COUNTY }
I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Thomas E. Owens and wife, Linda H. Owens
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 bears date.
Given under my hand and official seal this 1st day of April, 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
yers Title Insurance Corporation
Title Guarantees Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT "A"

The following is the legal description of the property being mortgaged by Thomas E. Owens and wife, Linda H. Owens to Ben W. Hooks and wife, Jackie L. Hooks:

A parcel of land situated in Section 29, Township 19 South, Range 3 East, Shelby County, Alabama, being more particularly described as follows: Commence at an Alabama Power Company concrete monument on the North bank of the Coosa River and the West line of Section 29, Township 19 South, Range 3 East, said concrete monument having coordinates of North 1,036,400.07 and East 338,744.62 on the Alabama East Zone Coordinate System, and run North 56° 46' 50" East (bearing relative to the Alabama East Zone Coordinate System) a distance of 3,116.85 feet to a point on the center line of Old Ferry Road; thence turn a deflection angle of 48° 37' 10" to the right and run in an Easterly direction along the center line of Old Ferry Road a distance of 85.57 feet to a point; thence turn a deflection angle of 22° 25' 30" to the left and continue in an Easterly direction along the center line of Old Ferry Road a distance of 313.91 feet to a point; thence turn a deflection angle of 12° 44' 20" to the right and continue in an Easterly direction along the center line of Old Ferry Road a distance of 380.61 feet to a point; thence turn a deflection angle of 6° 31' 30" to the left and continue in an Easterly direction along the center line of Old Ferry Road a distance of 209.49 feet to the point of beginning; thence turn a deflection angle of 3° 32' 40" to the left and continue in an Easterly direction along the center line of a road a distance of 453.63 feet to a point; thence turn an interior angle of 182° 24' 00" and run to the left in an Easterly direction along the center line of said road a distance of 392.73 feet to a point; thence turn an interior angle of 173° 17' 30" and run to the right in an Easterly direction along the center line of said road a distance of 151.16 feet to a point; thence turn an interior angle of 83° 35' 40" and run to the right in a Southerly direction a distance of 1421 feet, more or less, to the 402 contour on the North bank of the Coosa River; thence run to the right in a Westerly direction along the 402 contour a distance of 835 feet, more or less, to a point on the center line of Old Ferry Road; thence run to the right along the center line of the Old Ferry Road and along a bearing of North 1° 01' 30" East a distance of 158 feet, more or less, to a point; thence turn an interior angle of 181° 49' 40" and run to the left in a Northerly direction along the center line of Old Ferry Road a distance of 547.05 feet to a point; thence turn an interior angle of 181° 10' 10" and run to the left in a Northerly direction along the center line of Old Ferry Road a distance of 550.94 feet to a point; thence turn an interior angle of 184° 04' 20" and run to the left in a Northerly direction along the center line of Old Ferry Road a distance of 355.79 feet to the point of beginning. LESS AND EXCEPT that certain parcel conveyed to William Allen Cooper as described in Deed Book 329, Page 511, in the Probate Office of Shelby County, Alabama.

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RECORDED
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Noty. tax - 735
Sec. 450
Sub. 100
1285