

(Name) Wallace, Ellis, Head & Fowler 448

(Address) Columbiana, Alabama 35051

19810413000040290 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
04/13/1981 00:00:00 FILED/CERTIFIED

Form 1-1-22 Rev. 1-66

~~MORTGAGE~~—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Robert J. Bentley and wife, Martha Dianne Bentley

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

Harford Bentley and wife, Boyd Bentley

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

of Twelve thousand and no/100 ----- Dollars
(\$12,000.00), evidenced by promissory note of this date with interest at the rate of
12% per annum payable in sixty monthly installments of \$266.93, the first monthly
installment being due on May 10, 1981.

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,

Robert J. Bentley and wife, Martha Dianne Bentley

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:

W $\frac{1}{2}$ of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 21, Range 1 West, surface rights only.

Subject to easements and rights-of-way of record.

THIS IS A PURCHASE MONEY MORTGAGE.

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...mortgagee may at Mortgagee's option pay off the entire debt or further secure said indebtedness by making and assigning 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, and if any payable to said Mortgagee, as Mortgagee's interest may appear, and to properly deliver said policies, or a copy thereof, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property, in and to the benefit of the Mortgagee's own benefit, the policy if collected, to be applied on said indebtedness, less cost of collecting said policy, and the amount expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to the 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 endorsement 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

Robert J. Bentley and wife, Martha Dianne Bentley

have hereunto set OUR signatures and seal, this 13th day of April, 1981.

Robert J. Bentley (SEAL)
Martha Dianne Bentley (SEAL)

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THE STATE of Alabama }
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert J. Bentley and wife, Martha Dianne Bentley

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 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: H. Ridgeland
Ft. Lauderdale, Fla.
335406

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ALABAMA
Birmingham, Alabama