

THE STATE OF ALABAMA)
Jefferson.....COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned...WILLIAM P. MITCHELL, Esq., of...N.Y.C.,

....., hereinafter called the "Mortgagors," are justly indebted to BENEFICIAL FINANCE CO. OF ALABAMA, an Alabama corporation, having an office and place of business at.... 2115...BASSEY...BIRMINGHAM...Alabama, hereinafter called the "Mortgagee," in the Actual Amount of Loan of \$11901.31....., together with interest on unpaid principal balances as evidenced by a certain promissory note of even date herewith (said promissory note being incorporated herein by reference) duly executed and delivered by the Mortgagors, and whereas the said Mortgagors are desirous of securing the prompt payment of said promissory note in accordance with the terms thereof, and all other indebtedness described herein, when the same falls due, NOW THEREFORE, IN CONSIDERATION of the said indebtedness, and to secure the prompt payment of the same, the said Mortgagors do hereby grant, bargain, sell and convey unto said Mortgagee the following-described real property situated in.....Shelby..... County, State of Alabama, to-wit:

PARCEL 1: That part of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 20, Township 21, Range 1 East, that lies South and Southeast of the public road known as Mardis Ferry Road, EXCEPT that certain lot deeded to Adolph and Mary Richert dated September 13, 1973, as shown by deed recorded in Probate Office of Shelby County, Alabama, in Deed Book 282, page 552. Situated in Shelby County, Alabama.

PIRCEL 2: Commence at the Southeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 21 South, Range 1 East, Shelby County, Alabama, thence northerly along the East line of said $\frac{1}{4}$ 846.39 feet to the point of beginning of the property being described; thence continue along the last described course 647.90 feet to a point on the South right-of-way line of Shelby County Highway No. 30; thence 138 deg. 04 min. left and run southwesterly along said R/O/W line 230.64 feet to a point; thence 8 deg. 05 min. right and run Southwesterly along same right-of-way 133.86 feet to a point; thence 83 deg. 21 min. left and run Southeasterly 467.16 feet to the point of beginning; situated in Shelby County, Alabama.

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

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagor, its successors and assigns forever;

For the purpose of further securing the payment of said indebtedness, Mortgagors agree to pay all taxes or assessments when imposed legally upon said premises. Should default be made in the payment of such taxes or assessments, Mortgagee, at Mortgagee's option, may make payment of such amounts. To further secure said indebtedness, Mortgagors agree 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. If Mortgagors fail to keep said property insured as above specified, then the Mortgagee at Mortgagee's option may insure said property for said sum, for Mortgagee's own benefit, a claim under 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, shall be covered by the Mortgage, shall bear interest from date of payment by said Mortgagee and at once shall be due and payable.

If the Mortgagors pay said indebtedness, and reimburse Mortgagee for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance shall become null and void. Should default be made in the payment of any sum expended by the Mortgagee, or should part or all of the indebtedness secured hereby, or the interest thereon, remain unpaid as the same matures or at maturity, or should the interest of said Mortgagee 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 at once shall become due and payable. This mortgage, under such circumstance, shall become subject to foreclosure as now provided by law in case of past due mortgages.

In the event of foreclosure said Mortgagee, its agent or assigns, shall be authorized to take possession of the premises hereby conveyed, and either with or without first taking possession, but after giving 21 days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper having general circulation in the county where said premises are located, shall sell the same in lots or parcels or en masse as Mortgagee, its agents or assigns deem best, in front of the Court House door of said county, at public outcry, to the highest bidder for cash. The proceeds of the sale shall be applied: 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; and Fourth, to the balance, if any, to be turned over to the Mortgagors. Mortgagors further agree that Mortgagee, its agents or assigns, may bid at said sale and purchase said property, as the highest bidder therefor. For any foreclosure of this mortgage in Chancery, Mortgagors shall pay Mortgagee a reasonable attorney's fee which shall not be in excess of 15% of the unpaid principal balance of said loan.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF the Mortgagors have hereunto set their signatures and seals, this 29th day of April, 1931.

Witnesses:

fitnesses: 

McCormick

William P. Huff, Jr.

(SEAL)

(SEAL)

(SEAL)

Record Sheet 1
1921 - Olive, T. B.

ACKNOWLEDGMENT

19810504000049150 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
05/04/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA)
...Jefferson..... COUNTY)

I, Linda J. Neal, a Notary Public in and for said County, in said State hereby
certify that William F. Huff, Jr.
....., 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
... did executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this2nd..... day ofApril....., 19 81.....

Frank J. Tingle
Notary Public

MY COMMISSION EXPIRES NOV. 30, 1983

1931 MAY -4 AM 11:12

John R. Gosselin,
1915-1920

Mtg TAX	18.00
Rec	3.00
Triv	1.00
	<u>32.00</u>

BOOK 112 PAGE 28

This instrument was prepared by Don Durham, 2115 Bessemer Road, Birmingham, AL 35208

Bor 4AL-5 Ed. July '79

THE OFFICIAL FINANCE CO. OF ALABAMA

MORTGAGE DEED

State of Alabama County

Office of the Judge of Probate

I hereby certify that the within mortgage
was filed in this office for record on the
day of
at o'clock M.
and was duly recorded in Vol.
Contract No. at page , and
remained.

Judice of Probate