

This instrument was prepared by

(Name) William A. Jackson, Attorney  
1734 Oxmoor Road  
(Address) Birmingham, Alabama 35209

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19810615000065770 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
06/15/1981 00:00:00 FILED/CERTIFIED

Form 1-1-22 Rev. 1-88

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John David Burleson and wife, Tina M. Burleson

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

Donald Ray Murphy and wife, Martha A. Murphy and  
Roy L. Martin and wife, Charlotte Martin

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

of One Hundred Twenty-Five Thousand and No/100-----Dollars  
(\$ 125,000.00), evidenced by one promissory note of even date herewith, according  
to the terms and conditions of said note, with the final payment due on  
June 1, 2001, if not 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,

John David Burleson and wife, Tina M. Burleson

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:

A parcel of land located in the NW¼ of the NW¼ of Section 24, Township 20  
South, Range 3 West, Shelby County, Alabama, more particularly described  
as follows: Commence at the NW corner of said Section 24, thence in an  
Easterly direction, along the North line of said Section 24, a distance  
of 639.21 feet, thence 77° 46' right, in a Southeasterly direction, a dis-  
tance of 616.97 feet to the point of beginning, thence continue along last  
described course a distance of 134.68 feet to the Northwesterly right-of-  
way line of Shelby County Highway 52, thence 91° 24' left, in a Northeast-  
erly direction, along said right-of-way line, a distance of 139.62 feet  
to the Westerly right-of-way line of U. S. Highway 31, said point being on  
a curve to the left, said curve having a radius of 2192.01 feet and a  
central angle of 2° 12' 10", thence 84° 56' 10", measured to tangent of  
said curve, thence along arc of said curve, in a Northwesterly direction,  
a distance of 84.27 feet to the end of said curve and the beginning of a  
curve to the left, said curve having a radius of 2955.91 feet and a central  
angle of 0° 53' 21", thence along arc of said curve, in a Northwesterly di-  
rection, a distance of 45.87 feet to end of said curve, thence 89° 54' 41"  
left, measured from tangent of said curve, in a Southwesterly direction, a  
distance of 144.16 feet to the point of beginning.

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

If the mortgagors should convey the real property herein mortgaged or any  
interest therein to any other party without first obtaining written con-  
sent from mortgagees, the mortgagees may at their option, declare the en-  
tire principal indebtedness evidenced by the note secured by this mortgage,  
with interest thereon, or any other charge against said property under the  
terms of this mortgage, due and payable.

HARRISON, JACKSON & LEE

1734 Oxmoor Road

BIRMINGHAM, ALA. 35209

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



To Have At...old the above granted property unto th...Mortgagee, Mortgagee's successors, heir... assigns for-  
ever; 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 Mort-  
gagee, 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 Mort-  
gagee, 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 con-  
veyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or as-  
signs, 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 posses-  
sion of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by pub-  
lishing 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 neces-  
sary 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, John David Burleson and wife, Tina M. Burle-

son,

have hereunto set their signatures and seal, this 11th day of June, 1981.

MORTGAGE TAX 187.50

Rec 4.00

Incl 1.00

192.50

1981 JUN 15 AM 9:31

John David Burleson (SEAL)  
John David Burleson

Tina M. Burleson (SEAL)  
Tina M. Burleson

(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that John David Burleson and wife, Tina M. Burleson

are  
whose names 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 11th day of June, 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

HARRISON, JACKSON & LEE  
1734 Oxmoor Road  
BIRMINGHAM, ALA. 35209

TO

MORTGAGE DEED

19810615000065770 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
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THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama