



19810616000066290 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
06/16/1981 00:00:00 FILED/CERTIFIED

NAME: Frank K. Bynum
3410 Independence Drive
ADDRESS: Birmingham, AL 35209

350

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY

COUNTY

Know All Men By These Presents, that whereas the undersigned DAN W. CARMICHAEL

justly indebted to WILLIS T. MIREE

in the sum of FIFTY FIVE THOUSAND AND NO/100 DOLLARS-----(\$55,000.00)

evidenced by one promissory note of even date herewith, said note more particularly describing the terms and conditions;

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, DAN W. CARMICHAEL, an unmarried man

do, or does, hereby grant, bargain, sell and convey unto the said WILLIE T. MIREE

(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO MARKED EXHIBIT "A",

MADE A PART HEREOF AND INCORPORATED HEREIN.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

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

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 8th day of June 1981.

WITNESSES:

 (Seal)
DAN W. CARMICHAEL

____ (Seal)

____ (Seal)

____ (Seal)

STATE OF ALABAMA

JEFFERSON

County

General Acknowledgement

I, the undersigned, Frank K. Bynum

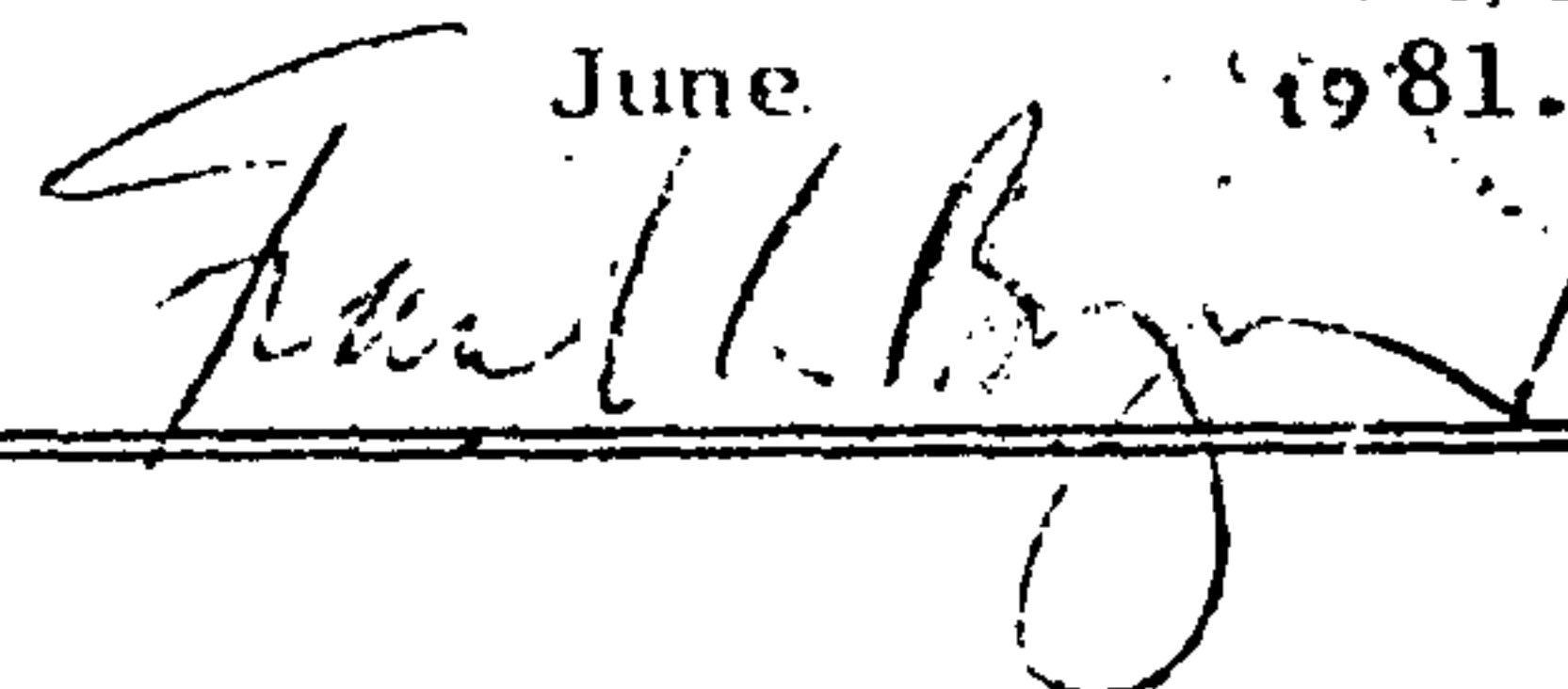
, a Notary Public in and for said County in said State.

hereby certify that Dan W. Carmichael, an unmarried man

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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of

June 1981.

 Notary Public.

STATE OF

COUNTY OF

Corporate Acknowledgement

I, _____
said State, hereby certify that

a Notary Public in and for said County, in

whose name as President 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 the 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____

_____, 19____

Notary Public

Bynum & Bynum, Attys.
P. O. Box 76037
Return to Birmingham, AL 35253

Dan W. Carmichael

TO

Willis T. Miree

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

LEGAL DESCRIPTION

EXHIBIT "A"

19810616000066290 Pg 3/3 .00
Shelby Cnty Judge of Probate, AL
06/16/1981 00:00:00 FILED/CERTIFIED

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 5, Township 20 South, Range 3 West, in Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 5 and run west along the south line of Section 5 for 418.44 feet to the point of beginning of the parcel herein described; thence 87° 58' right and run north along the west line of the land property described in Deed Book 227, Page 917 for 719.4 feet; thence 92° 02' right and run east along the north line of said land property for 307.03 feet, more or less, to the southwest line of the L & N Property described in Deed Book 23, Page 491; thence 114° 31' 35" left and run northwesterly along said southwesterly line for 240.17 feet, more or less; thence 90° right and run northeasterly along the northwesterly line of said L & N Property for 150.0 feet, more or less, to the southwesterly right-of-way line of the L & N Railroad as described in Deed Book 34, Page 428; thence 90° left and run northwesterly along said right-of-way line for 352.83 feet, more or less, to the point of intersection of said right-of-way line with the north line of the southeast quarter of the southeast quarter of Section 5; thence 65° 28' 40" left and run west along said north line for 340.29 feet, more or less, to the point of intersection of said north line with the easterly right-of-way line of the Star Cahaba Railroad spur as described in Deed Book 34, Page 428; thence 50° 25' 04" left and run southwesterly along said right-of-way for 261.37 feet to the point of beginning of a curve to the left having a radius of 5796.37 feet and a central angle of 0° 58' 48"; thence continue southwesterly along the arc of said curve and along said right-of-way for 99.14 feet to the end of said curve; thence continue tangent to said curve and along said right-of-way in a southwesterly direction for 323.40 feet to the beginning of a curve to the left having a radius of 803.04 feet and a central angle of 13° 22' 20"; thence continue southwesterly along the arc of said curve and along said right-of-way for 187.42 feet to the end of said curve; thence continue tangent to said curve in a southwesterly direction along said right-of-way for 112.87 feet to the beginning of a curve to the left having a radius of 2237.91 feet and a central angle of 2° 30' 14"; thence continue southwesterly along the arc of said curve and along said right-of-way for 97.80 feet to the end of said curve; thence continue tangent to said curve in a southwesterly direction along said right-of-way for 87.38 feet to the beginning of a curve to the right, said curve having a radius of 631.50 feet; thence continue southwesterly along the arc of said curve and along said right-of-way for 183.65 feet, more or less, to the point of intersection of said right-of-way with the west line of the southeast quarter of the southeast quarter of Section 5; thence 33° 04' 19-1/2" left from the chord of the last stated curve and run south along said west line of the SE 1/4 of the SE 1/4 for 201.90 feet, more or less, to the southwest corner of said quarter-quarter section; thence 87° 59' left and run west along the south line of Section 5 for 907.32 feet to the point of beginning.

Book 413 page 356 A

STATE OF ALABAMA
I CERTIFY THIS
1981 JUN 16 AM 9:59

1981 JUN 16 AM 9:59

THOMAS W. SHAW
JUDGE OF PROBATE

MTG TAX 82.50
Rec 4.50
Jud 1.00
88.00