

THIS INSTRUMENT PREPARED BY:

NAME: Robbie G. Conway

ADDRESS: Rt. 1 Box 207 Calera, Al. 35040

MORTGAGE

19810625000070000 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
06/25/1981 00:00:00 FILED/CERTIFIED

843

State of Alabama

SHELBY

COUNTY

Know All Men By These Presents, that whereas the undersigned Benny E. Whitfield & Dorothy Whitfield
justly indebted to H & H CONST. CO., INC.
in the sum of Twelve Thousand Five Hundred Five Dollars & 92/100
evidenced by A promissory note dated June 10, 1981 with 96 consecutive monthly installments
of 130.27 each.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when
the same falls due, July 20, 1981

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at
maturity, the undersigned, Benny E. Whitfield & Dorothy Whitfield

do, or does, hereby grant, bargain, sell and convey unto the said H & H CONST. CO., INC.

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

Shelby County, Alabama, to-wit: A parcel of land containing 3 acres, more or
less, located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 2, Township 22 South, Range 4 West, Shel
County, Alabama, described as follows: Commence at the NE corner of said $\frac{1}{4}$ $\frac{1}{4}$ Sectio
and run South 88 deg. 38 min. West along the North $\frac{1}{4}$ $\frac{1}{4}$ line 801.48 feet to a point o
the East right of way of County Highway No. 54; thence run South 30 deg. 09 min. Wes
along said right of way 260.32 feet to the point of beginning; thence run South 41
deg. 03 min. West along said right of way 190 feet to the NE corner of the Mark
Crenshaw lot; thence run South 14 deg. 45 min. East along the East line of said Mar
Crenshaw lot 630 feet; thence run North 41 deg. 03 min. East 190 feet; thence run
North 14 deg. 45 min. West 630 feet to the point of beginning. Situated in Shelby
County, Alabama.

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, as
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 Mort
gagee 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 in
dangered 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 Mort
gagee 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 pub
lished 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-

Form: 385(2/68)

H&H CONSTRUCTION COMPANY

Route 1, Box 244

BRIERFIELD, ALABAMA 35035

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, at 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 10th day of June

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WITNESSES:

X Franklin Lucas
Witness signs here

X Dan L. Howard
Witness signs here

X [Signature] (Seal)
Husband signs here

X Dorothy Whitfield (Seal)
Wife signs here

_____ (Seal)

TRANSFER AND ASSIGNMENT

Alabama County
For value received the undersigned hereby transfers, assigns and conveys unto all right, title, interest, powers and options in, to and under the within Mortgage from to as well as to the land described therein and the indebtedness secured thereby.

In witness whereof the undersigned ha hereunto set hand and seal, this day of

Signed, sealed and delivered in presence of

Witness

(SEAL)

(SEAL)

Notary Public

STATE OF Alabama
COUNTY OF Shelby

PROOF BY SUBSCRIBING WITNESS

I, Robbie G. Conway a Notary Public in and for said County, said State, hereby certify that Franklin Lucas & Dan L. Howard a subscribing witness to the foregoing Mortgage, known to me, appeared before me this d and, being sworn, stated that the within named Grantor(s) voluntarily executed the same in his presence, and in the presence of the other subscribing witness (all of whom were informed the contents of the Mortgage) on the day the same bears date: that he was asked the same the presence of the Grantor(s) and the other witness, and that such of the said witness subsc his name as a witness in his presence.

Given under my hand, this 10th day of June

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NOTARY SIGNS
HERE

X Robbie G. Conway
Notary Public

Return to

H & H CONST. CO., INC.
Rt. 1, Box 244
Blairfield, AL 35035

TO

MORTGAGE

STATE OF ALABAMA,

County.

Office of the Judge of Probate

Judge of Probate