

This instrument was prepared by

243

(Name) Richard P. Carmody, Lange, Simpson, Robinson & Somerville

(Address) 1700 First Alabama Bank Building, Birmingham, Alabama 35203

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,

Thomas L. Phillips and his wife, Helen H. Phillips

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to First National Bank of Birmingham, Trustee under an agreement with Nellie B. Phillips dated June 22, 1973

(hereinafter called "Mortgagee", whether one or more), in the sum of Forty Thousand and No/100***** Dollars (\$40,000.00), evidenced by one promissory note of even date herewith.



19810707000074600 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
07/07/1981 00:00:00 FILED/CERTIFIED

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

413 PAGE 888
NOW THEREFORE, in consideration of the premises, said Mortgagors,

Thomas L. Phillips and his wife, Helen H. Phillips

413 BOOK 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:

The property described on Exhibit "A" attached hereto and incorporated herein by reference, being 1.89 acres, more or less.

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

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; 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 Mortgagee, 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 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 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 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

Thomas L. Phillips and his wife, Helen H. Phillips

have hereunto set their signatures and seal, this

day of 6 July, 1981

Thomas L. Phillips
THOMAS L. PHILLIPS

Helen H. Phillips
HELEN H. PHILLIPS

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

COUNTY }

I,

hereby certify that Thomas L. Phillips and his wife, Helen H. Phillips

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

6th

day of July, 1981

Notary Public.

THE STATE of

COUNTY }

I,

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

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Notary Public

Richard P. Carmody, Robinson
Lange, Simpson, Robinson
& Somerville
Return to: 1700 First Alabama Bank Bldg.

THOMAS L. PHILLIPS and
wife, HELEN H. PHILLIPS
TO
FIRST NATIONAL BANK OF
BIRMINGHAM, Trustee
under an agreement with
Nellie B. Phillips dated
June 22, 1973

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE—ABSTRACTS
TRUSTS
Birmingham, Alabama

EXHIBIT "A"

Commence at the Southwest Corner of the Southeast One-Quarter of the Northeast One-Quarter of Section 2, Township 20 South, Range 3 West; run thence in an Easterly direction along the South line of said Quarter-Quarter Section for a distance of 925.85 feet to a point on the Southwesterly right-of-way line of Louisville and Nashville Railroad; thence turn an angle to the left of 104 degrees, 16 minutes, 09 seconds to the tangent of the following described course, said course being situated on a curve to the left having a central angle of 14 degrees, 17 minutes, 06 seconds and a radius of 1,382 feet; thence run along the arc of said curve to the left in a Northwesterly direction along the Southwesterly right-of-way line of Louisville and Nashville Railroad for a distance of 344.66 feet to the end of said curve; thence run in a Northwesterly direction along the tangent if extended to said curve continuing along the Southwesterly right-of-way line of Louisville and Nashville Railroad for a distance of 735.23 feet to the point of beginning of a curve to the right, said curve having a central angle of 2 degrees, 09 minutes, 14 seconds and a radius of 1,959.86 feet; thence run along the arc of said curve to the right in a Northwesterly direction along the Southwesterly right-of-way line of Louisville and Nashville Railroad for a distance of 73.68 feet; thence turn an angle to the left from the tangent of the last described course of 105 degrees, 14 minutes, 26 seconds and run in a Southwesterly direction for a distance of 213.27 feet to the point of beginning; From the point of beginning thus obtained; thence turn an angle to the left of 20 degrees, 11 minutes, 27 seconds and run in a Southwesterly direction for a distance of 46.24 feet; thence turn an angle to the left of 19 degrees, 14 minutes, 47 seconds and run in a Southwesterly direction for a distance of 75.60 feet; thence turn an angle to the left of 64 degrees, 37 minutes, 33 seconds and run in a Southeast-
erly direction for a distance of 43.83 feet; thence turn an angle to the right of 40 degrees, 32 minutes, 32 seconds and run in a Southeasterly direction for a distance of 64.76 feet; thence turn an angle to the left of 47 degrees, 51 minutes, 12 seconds and run in a Southeasterly direction for a distance of 61.85 feet; thence turn an angle to the left of 18 degrees, 40 minutes, 09 seconds and run in a Southeasterly direction for a distance of 65 feet; thence turn an angle to the right of 17 degrees, 24 minutes, 10 seconds and run in a Southeasterly direction for a distance of 70.21 feet; thence turn an angle to the right of 72 degrees, 42 minutes, and run in a Southwesterly direction for a distance of 25.48 feet; thence turn an angle to the right of 105 degrees, 16 minutes, 41 seconds and run in a Northwesterly direction for a distance of 109.12 feet to the point of beginning of a curve to the left, said curve having a central angle of 25 degrees, 19 minutes, 54 seconds and a radius of 469.97 feet; thence run along the arc of said curve to the left in a Northwesterly, Westerly, and Southwesterly direction for a distance of 207.78 feet to the end of said curve; thence run along the tangent if extended to said curve in a Southwesterly direction for a distance of 188.73 feet to the point of beginning of a curve to the right, said curve having a central angle of 124 degrees, 04 minutes, 49 seconds and a radius of 40 feet; thence run along the arc of said curve to the right for a distance of 86.62 feet to the end of said curve; thence run along the tangent if extended to said curve in a Northeasterly direction for a distance of 214.68 feet to the point of beginning of a curve to the left, said curve having a central angle of 7 degrees, 58 minutes, 46 seconds and a radius of 1,075.46 feet; thence run along the arc of said curve to the left in a Northeasterly direction for a distance of 149.78 feet to a point on the center line of a sanitary sewer easement; thence turn an angle to the right of 106 degrees, 55 minutes, 24 seconds from the tangent of last described course and run in a Southeasterly direction along the center line of said sanitary sewer easement for a distance of 5.33 feet; thence turn an angle to the right of 6 degrees, 47 minutes, 04 seconds and run in a Southeasterly direction along the center line of said 10 foot sanitary sewer easement for a distance of 205 feet to the point of beginning; Said parcel containing 1.89 acres and being subject to all easements and right-of-ways of record.

100 JUL -7 PM 3:02

Utg TAX 60.00
D.C. 4.50
Seed 1.00
65.50