

(Name) Claiborne P. Seier, Attorney at Law

(Address) 3349 Montgomery Highway, Birmingham, Alabama

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

HENRY M. WITMYER and wife, HELEN A. WITMYER

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

HENRY B. HORTON and MARY EVELYN HORTON

(hereinafter called "Mortgagee", whether one or more), in the sum of Seventy five thousand and no/100 ----- Dollars (\$75,000.00), evidenced by one real estate mortgage note wherein the undersigned for value received promise to pay to the order of Henry B. Horton and wife, Mary Evelyn Horton the sum of Seventy five thousand and no/100 dollars (\$75,000.00) in monthly installments of Seven Hundred twenty three and 77/100 (\$723.77) payable on the first day of each month after date commencing October 1, 1981 until said sum is paid in full.

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,

HENRY M. WITMYER and wife, HELEN A. WITMYER

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 NE1/4 of the SE1/4 of Section 1, Township 20 South, Range 3 West, situated in Shelby County, Alabama; more particularly described as follows:

Commence at the southwest corner of said 1/4-1/4 section; thence in a northerly direction along the west line of said 1/4-1/4 section a distance of 523.48 feet to the point of beginning of the herein described property; thence continue along same line a distance of 329.40 feet to a point; thence turn right on an angle of 118 deg. 15 min. 30 sec. and run in a Southeasterly direction a distance of 263.34 feet to a point; thence turn 90 deg. right and run 300.87 feet to a point; thence turn right 95 deg. 42 min. 30 sec. and run 107.92 feet to the point of beginning.

Subject to restrictions, easements, rights of way and building lines of record.

Subject to taxes for 1981.

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

If all or any part of the Property or an interest therein is sold or transferred by Henry M. Witmyer and Helen A. Witmyer without prior written consent, excluding (a) The creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Henry B. Horton and Mary Evelyn Horton may at their option, declare all the sums secured by this Mortgage to be immediately due and payable. Henry B. Horton and Mary Evelyn Horton shall have waived such option to accelerate if, prior to the sale or transfer, Henry B. Horton and Mary Evelyn Horton and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Henry B. Horton and Mary Evelyn Horton and that the interest payable on the sums secured by this Mortgage shall be at such rate as Henry B. Horton and Mary Evelyn Horton shall request. If Henry B. Horton and Mary Evelyn

Horton has waived the option to accelerate provided in this paragraph and if Henry M. Witmyer and Helen A. Witmyer's successor in interest has executed a written assumption agreement accepted in writing by Henry B. Horton and Mary Evelyn Horton. Henry B. Horton and Mary Evelyn Horton shall release

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Shelby Cnty Judge of Probate, AL  
08/20/1981 00:00:00 FILED/CERTIFIED

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

have hereunto set OUR signatures and seal, this

14<sup>th</sup> day of August, 19 81  
HENRY M. WITMYER (SEAL)  
HELEN A. WITMYER (SEAL)  
(SEAL)  
(SEAL)

THE STATE of Alabama }  
Jefferson COUNTY }

I, Claiborne P. Seier, a Notary Public in and for said County, in said State, hereby certify that Henry M. Witmyer and wife Helen A. Witmyer

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 conveyances they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of August, 19 81  
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

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203

Henry M. Witmyer and Helen A. Witmyer from all obligations under this Mortgage and the Note.

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

*4 m w*  
*8/2/81*

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Shelby Cnty Judge of Probate, AL  
08/20/1981 00:00:00 FILED/CERTIFIED

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1981 AUG 20 AM 9:32

*Thomas A. Shoultz, Jr.*  
JUDGE OF PROBATE

<i>mtg.</i>	<i>112.50</i>
<i>Rec.</i>	<i>4.50</i>
<i>Incl.</i>	<i>1.00</i>
	<hr/>
	<i>118.00</i>