

This instrument was prepared by

(Name) LAW OFFICES OF JOHN T. NATTER

(Address) 3700 Fourth Avenue S., #101, Birmingham, AL 35222

1981082600092390 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
08/26/1981 00:00:00 FILED/CERTIFIED

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY JEFFERSON

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Thomas P. Mitchell and wife, Imogene P. Mitchell

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

Charles A. Aldridge and wife, Margaret L. Aldridge

(hereinafter called "Mortgagee", whether one or more), in the sum
of Thirty Two Thousand Five Hundred & no/100----- Dollars
(\$ 32,500.00), evidenced by promissory note executed simultaneously herewith

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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,

Thomas P. Mitchell and wife, Imogene P. Mitchell

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:

SEE ATTACHED FOR LEGAL DESCRIPTION

The proceeds of this purchase money mortgage have been applied to the purchase price of the property described herein conveyed to the mortgagors simultaneously herewith.

See Assignment
Book 49 page 13 (3-7-82)
Book 415 page 02
Page 15 of 17

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

John T. Natter
3700 Fourth Avenue South

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 P. Mitchell and wife, Imogene P. Mitchell
have hereunto set their signatures and seal, this 21st day of August, 1981

Thomas P. Mitchell
Thomas P. Mitchell

(SEAL)

Imogene P. Mitchell
Imogene P. Mitchell

(SEAL)

(SEAL)

03
PAGE
415
BOOK
THE STATE of ALABAMA
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas P. Mitchell and wife, Imogene P. Mitchell

whose name is / 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 21st day of August, 1981

Notary Public

THE STATE of
COUNTY }

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

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

, 19

Notary Public

TO

MORTGAGE DEED

This form furnished by

Return to:

LAND TITLE COMPANY OF ALABAMA

317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

Below is that legal description to the mortgage dated August 21, 1981 between Thomas P. Mitchell and wife, Imogene P. Mitchell, as Mortgagors and Charles A. Aldridge and wife Margaret L. Aldridge as Mortgagees and the deed dated August 21, 1981 between Charles A. Aldridge and wife, Margaret L. Aldridge as Grantors and Thomas P. Mitchell and wife Imogene P. Mitchell as Grantees:

Commence at the Southwest corner of the SW 1/4 of SW 1/4 of Section 14, Township 18 South, Range 1 East and run East along the south line of said 1/4-1/4 Section a distance of 168.00 feet to the point of beginning; thence continue along said South line a distance of 577.00 feet to a point where the same intersects the westerly right-of-way line of Shelby County Highway No. 45; thence deflect 91 deg. 51 min. 10 sec. to the left and to the tangent of a curve running to the right having a central angle of 2 deg. 44 min. 50 sec., a radius of 1775.23 feet and an arc of 85.10 feet; thence continuing along the arc of said curve and along the northwest right-of-way line of said Highway in a North-easterly direction a distance of 85.10 feet to a point; thence from the tangent of the last described curve, deflect 59 deg. 14 min. 00 sec. to the left and run in a Northwesterly direction a distance of 484.13 feet to a point; thence turn an interior angle of 174 deg. 43 min. 50 sec. and run to the right in a Northwesterly direction a distance of 62.59 feet to a point; thence turn an interior angle of 153 deg. 19 min. 00 sec. and run to the right in a northwesterly direction a distance of 136.00 feet to a fence; thence run West a distance of 405.00 feet, more or less, to the west line of said 1/4-1/4 Section; thence run South along the West line of said 1/4-1/4 a distance of 413.00 feet, more or less, to the Northwest corner of the E. C. & Ann Fowler lot as described in Deed Book 293 Page 362 in Probate Office of Shelby County, Alabama; thence run South 50 deg. East a distance of 67.00 feet; thence South 10 degrees West a distance of 83.00 feet; thence South 40 degrees East a distance of 184.00 feet to the South line of said 1/4-1/4 Section and to the point of beginning; being situated in the SW 1/4 of SW 1/4 of Section 14, Township 18 South, Range 1 East, Shelby County, Alabama.

BOOK 415 PAGE 04

19810826000092390 Pg 3/3 .00
Shelby Cnty Judge of Probate, AL
08/26/1981 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA
I CERTIFY THIS
DOCUMENT WAS FILED

1981 AUG 26 AM 9:18

Thomas A. Fowler, Jr.
JUDGE OF PROBATE
Mtg. 48.75
Rec. 4.50
Jnd. 1.00
54.25