

NAME: Ben L. Zarzaur
 2125 Morris Avenue
 ADDRESS: Birmingham, AL 35203

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

780



19810826000092430 Pg 1/2 .00
 Shelby Cnty Judge of Probate, AL
 08/26/1981 00:00:00 FILED/CERTIFIED

State of Alabama

S H E L B Y COUNTY

Know All Men By These Presents, that whereas the undersigned
 SYLVIA R. LUCAS and husband, PAUL LUCAS, are
 justly indebted to E. L. STRINGFELLOW, SR.

in the sum of Fifty-two Thousand Five Hundred & no/100 (\$52,500.00) Dollars

evidenced by one promissory note of even date herewith and payable in accordance
 with the terms thereof

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, SYLVIA R. LUCAS and husband, PAUL LUCAS
 do, or does, hereby grant, bargain, sell and convey unto the said E. L. STRINGFELLOW, SR.

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

Shelby County, Alabama, to-wit:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 32, Township 18 South, Range 2 East,
 Shelby County, Alabama.

Paul Lucas is executing this mortgage for the sole purpose of conveying
 any statutory rights which may otherwise inure to him under the laws of
 Alabama, but his signature is in no way to evidence any title in said real
 estate.

THIS IS A PURCHASE MONEY MORTGAGE given for the purpose of securing
 the balance due on the purchase price of the real property described herein,
 the deed to which is being executed 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, as-
 sessments 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-

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Shelby County School

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 24 day of August 1981.
WITNESSES:

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

1981 AUG 26 AM 10:04

Prty. Tax 7875

Rec. 200
Ind. 100

Thomas P. Snowden, Jr.
JUDGE OF PROBATE

82 75

Sylvia R. Lucas (Seal)
Sylvia R. Lucas

Paul Lucas (Seal)
Paul Lucas

____ (Seal)

____ (Seal)

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA

JEFFERSON

County

General Acknowledgement

I, the undersigned, _____, a Notary Public in and for said County in said State.

hereby certify that Sylvia R. Lucas and husband, Paul Lucas
are _____ are _____
whose name & / signed to the foregoing conveyance, and who / 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 24 day of August 19 81

[Signature] Notary Public.
My Comm. Expires 9/11/85

STATE OF
COUNTY OF

Corporate Acknowledgement

I, _____ a Notary Public in and for said County, in
said State, hereby certify that
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 _____

Notary Public

Return to

TO

MORTGAGE

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