

215  
THIS INSTRUMENT PREPARED BY:

NAME: Beaman, Kellum & Stallings, P.A.  
219 Broad Street - P. O. Box 866  
ADDRESS: New Bern, North Carolina 28560  
919/633-2550  
MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

REAL 2100 PAGE 265

**State of Alabama**

Shelby & Jefferson<sup>son</sup> COUNTY

19810908000097100 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
09/08/1981 00:00:00 FILED/CERTIFIED

Know All Men By These Presents, that whereas the undersigned  
justly indebted to Branch Banking and Trust Company, a North Carolina Corporation  
in the sum of -----Eighteen Thousand and no/100-----  
evidenced by a promissory note of even date herewith.

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, Tommy L. Dobyne, a married woman  
do, or does, hereby grant, bargain, sell and convey unto the said

(hereinafter called Mortgagee) the following described real property situated in  
Shelby and  
Jefferson County, Alabama, to-wit:

PARCEL I: Lot 4, in Block 3, according to the Survey of Indian Valley,  
First Sector, as recorded in Map Book 5, at Page 43, in the Office of  
the Judge of Probate of Shelby County, Alabama. Mineral and mining  
rights excepted.

PARCEL II: Lot 21, in Block 3, according to the survey of W. D. Dobbins  
Airport Survey, as recorded in Map Book 28, Page 64, in the Office of the  
Judge of Probate of Jefferson County, Alabama.

PARCEL I: Subject to that certain mortgage from Tommy L. Dobyne and  
husband, Edward A. Dobyne, Sr. to Real Estate Financing, Inc. in Mortgage  
Book 372, Page 653, Shelby County, Alabama.

PARCEL II: Subject to that certain mortgage from Tommie L. Dobyne and  
husband, Edward A. Dobyne, Sr. to Elbert D. Brooks, Jr. recorded in Real  
Volume 1527, page 956.

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-

DOUGLAS ROGERS

ATTORNEY AT LAW

3349 INDEPENDENCE DRIVE

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 26<sup>th</sup> day of August 1981.

WITNESSES:

Tommy L. Dobyne (Seal)  
Tommy L. Dobyne  
(Seal)  
(Seal)  
(Seal)

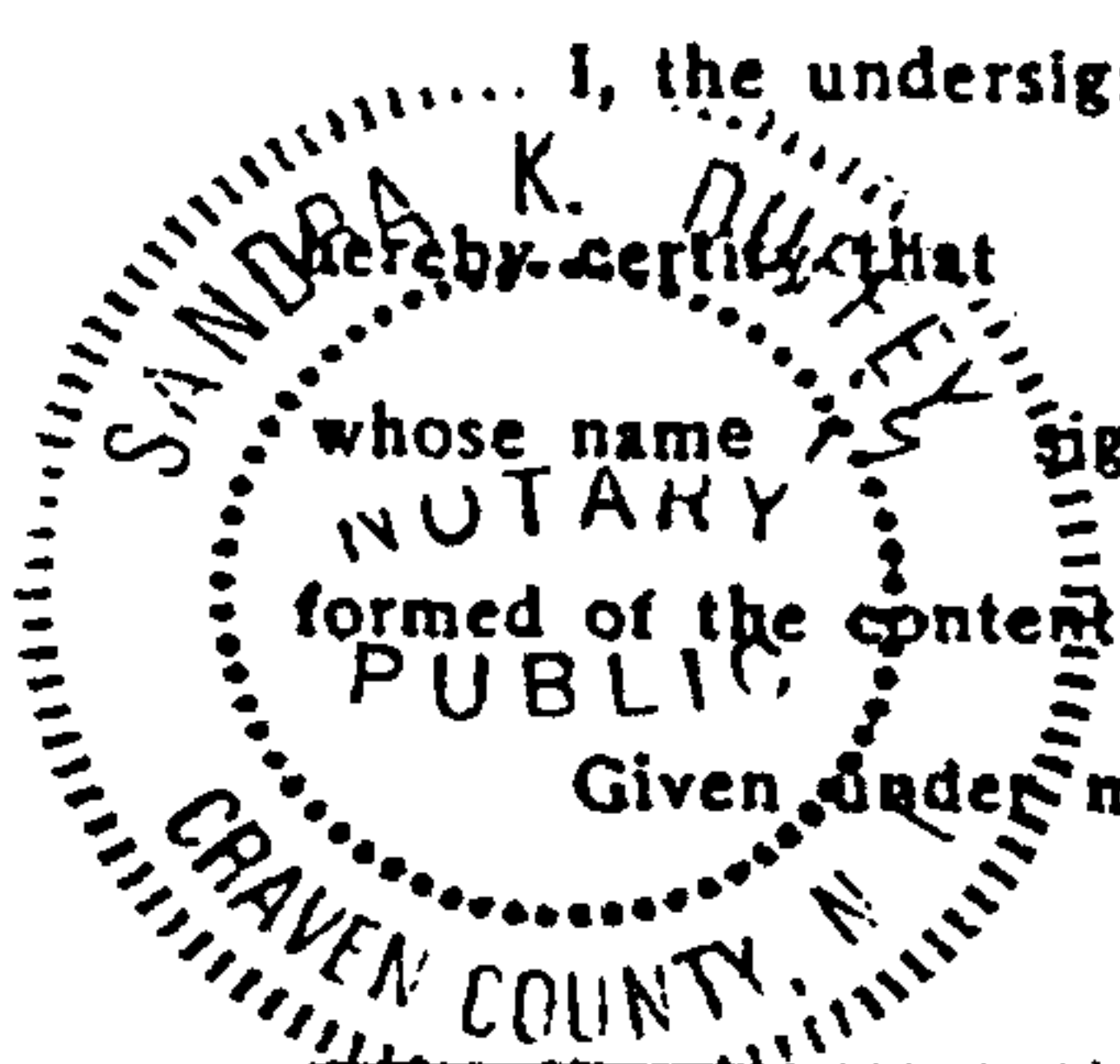
STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
REAL 2100 PAGE 265  
AUG 28 1 00 PM '81  
RECORDED  
S.S. 1111 HAS BEEN  
FILED IN THIS INSTRUMENT

19810908000097100 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
09/08/1981 00:00:00 FILED/CERTIFIED

STATE OF NORTH CAROLINA

General Acknowledgement

Craven County



I, the undersigned, Sandra K. Duffey, a Notary Public in and for said County in said State.  
Tommy L. Dobyne, a married woman

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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26<sup>th</sup> day of

August 1981

My Commission Expires 6-1-85

Sandra K. Duffey Notary Public.

STATE OF  
COUNTY OF

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

1981 SEP -8 AM 10:43

Rec 3.00

Ind. 1.00

4.00

I, President of [unclear], a Notary Public in and for said County, in said State, hereby certify that [unclear] whose name as [unclear] 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

MORTGAGE

REAL 2100 PAGE 265

2700  
400  
3100

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

18000  
X  
DOUGLAS ROGERS  
Attorney at Law  
3349 Montgomery Hwy.  
BIRMINGHAM, AL. 35209

Tommy L. Dobyne

TO

Branch Banking and Trust Company