

(Name).....Lamar Ham, Attorney at Law

(Address).....3512 Old Montgomery Highway, Homewood, AL 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

J. Curry Smith, Jr. and wife, Mary G. Smith

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

✓ H.E. Wills

(hereinafter called "Mortgagee", whether one or more), in the sum

of Sixteen Thousand Four Hundred Fifty and no/100 _____ Dollars
(\$ 16,450.00), evidenced by one promissory note of even date herewith and payable
according to the terms contained therein.

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,

J.C. Curry Smith, Jr. and wife, Mary G. Smith

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 tract of land located in the South Half of the Southwest Quarter of Section 33, Township 20 South, Range 2 West, and the North Half of the Northwest Quarter of Section 4, Township 21 South, Range 2 West; All in Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 4, Township 21 South, Range 2 West, thence westerly along the north line of said Quarter-Quarter Section 92.63 feet to the point of beginning of tract of land herein described, thence 67° 44' right northwesterly 151.95 feet, thence 70° 05' right northeasterly 1403.98 feet, thence 109° 55' right southeasterly 660.0 feet, thence 70° 05' right southwesterly 1403.98 feet, thence 109° 55' northwesterly 508.05 feet to the point of beginning.

This is a purchase money mortgage.

THE PROCEEDS OF THIS LOAN HAVE BEEN
APPLIED ON THE PURCHASE PRICE OF THE
PROPERTY DESCRIBED HEREIN, CONVEYED
TO MORTGAGORS SIMULTANEOUSLY
HEREWITH.

This mortgage and the indebtedness hereby secured may not be assumed without the prior written consent of the mortgagee herein, and is due and payable upon any sale or transfer of the subject property.

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

2301 - Jeton Rd.
B'ham 35216

19811013000108920 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
10/13/1981 00:00:00 FILED/CERTIFIED

BOOK 416 PAGE 189

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 J. Curry Smith, Jr. and wife, Mary G. Smith

have hereunto set their signature S and seal, this 12th day of October 1981

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

Mtg. 2475
Rec. 300
100

J. CURRY SMITH, JR.
MARY G. SMITH

(SEAL)
(SEAL)
(SEAL)
(SEAL)

1981 OCT 13 PM 12:06 28.75

THE STATE of ALABAMA PROBATE COUNTY

I, Betty C. Canfield, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Curry Smith, Jr. and wife, Mary G. Smith

whose name 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 12th day of October, 1981
My Commission Expires May 6, 1984

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

19811013000108920 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
10/13/1981 00:00:00 FILED/CERTIFIED

Return to: H E Will
2300 20th Rd
Birmingham AL 35216
TO

MORTGAGE DEED

This form furnished by

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