

NAME: William A. Yon

ADDRESS: Route 1 Box 35A, Chelsea, AL 35043

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

19811013000108980 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
10/13/1981 00:00:00 FILED/CERTIFIED

State of Alabama

]}
COUNTY

Know All Men By These Presents, that whereas the undersigned **Mark Lindsay, III**
justly indebted to **William A. Yon**
in the sum of **Four Thousand and Fifty and no/100 Dollars**
evidenced by a promissory note of even date

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, **Mark Lindsay, III**
do, or does, hereby grant, bargain, sell and convey unto the said **William A. Yon**
(hereinafter called Mortgagor) the following described real property situated in

Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

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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 Mortgagor forever; and for the purpose of further securing the payment of said indebtedness, he 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 Mortgagor 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 Mortgagor, with loss, if any, payable to said Mortgagor, as the interest of said Mortgagor may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagor; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagor then said Mortgagor has the option of insuring said property for said sum for the benefit of said Mortgagor, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagor, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagor, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagor for any amounts Mortgagor 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 Mortgagor, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagor 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, 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 Mortgagor 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 published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagor 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 expend in paying insurance, taxes, or other incumbrances, with interest there-

J. MICHAEL CAMPBELL

ATTORNEY AT LAW

P.O. Box 766
Alabaster, AL 35007

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 grantees 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 assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 18 day of AUGUST

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WITNESSES:

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Mark C. Lindsay (Seal)

Mark Lindsay, III

(Seal)

(Seal)

(Seal)

STATE OF Alabama

Jefferson County

General Acknowledgement

I, the undersigned, *Cherry Beck Miller*, a Notary Public in and for said County in said State, hereby certify that *Mark Lindsay, III*, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of August

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Cherry Beck Miller Notary Public

STATE OF
COUNTY OF

Corporate Acknowledgement

I, 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

TO

MORTGAGE

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

EXHIBIT "A"

PARCEL BEING SOLD BY "YELLOW LEAF COMMUNITY" TO
MARK LINDSAY

A parcel of land situated and lying in the SE- $\frac{1}{4}$ of the NW- $\frac{1}{4}$ of Section 2, Township 20 South, Range 1 West of the Huntsville Principal Meridian, being more particularly described as follows:

Commence at the NE corner of the SE- $\frac{1}{4}$ of the NW- $\frac{1}{4}$ of Section 2, Township 20 South, Range 1 West, run south along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 275 feet to the point of beginning.

Beginning at said point, run south along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1,097 feet to the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence west along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 350 feet to a point in the center of the Yellow Leaf Creek; thence in a northerly direction along the center of the Yellow Leaf Creek as it meanders a distance of 1,925 feet more or less; thence east and parallel to the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 200 feet to the point of beginning; containing 9.1 acres.

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

1981 OCT 13 AM 10:35

Postg. Tax - 6¹⁵
Rec. 450
Sul 100
116 5

Thomas A. Givens, Jr.
JUDGE OF PROBATE