

This instrument was prepared by

(Name) Harrison, Conwill, Harrison & Justice
Attorneys at Law
 (Address) Columbiana, Alabama 35051



Jefferson Land Title Services Co., Inc.
 316 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8070
 BIRMINGHAM, ALABAMA 35201
 AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE--

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

William M. Stevens and wife, Kristin A. Stevens

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

Lavonia Gambrell Carter

19811013000108990 Pg 1/2 .00
 Shelby Cnty Judge of Probate, AL
 10/13/1981 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty Thousand and no/100----- Dollars (\$ 20,000.00), plus interest as evidenced by one promissory note of this date in the amount of \$20,000.00, being payable in 180 monthly installments of \$227.32 each, beginning November 12, 1981.

In the event this mortgage is paid off any time before the end of the 5th year of said mortgage, there will be a 5 % penalty. In the event said mortgage is paid off between the end of the 5th year and the end of the 10th year of said loan, there will be a 3 % penalty.

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,

William M. Stevens and wife, Kristin A. Stevens

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 NW¼ of the NW¼ of Section 14, Township 19 South, Range 2 East, described as follows: Commence at the Northwest corner of said Section 14 and run due South along the West line of said section a distance of 674.00 feet to a point on the West line of said section; thence run Northeasterly a distance of 40 feet, more or less, to a point on the East right-of-way line of West Highland Street, Vincent, Alabama, said point being the Southwest corner of the Myrtie W. Carter lot and the point of beginning of the property herein conveyed; thence continue in a North-easterly direction along the Southeast line of the Myrtie W. Carter property a distance of 260.00 feet, more or less, to the point of intersection with West right-of-way line of U. S. Highway 231; thence run in a Southwesterly direction along the West right-of-way line of said U. S. Highway 231 a distance of 420.00 feet, more or less, to the point of intersection with the East right-of-way line of West Highland Street; thence run North along the East right-of-way line of West Highland Street a distance of 270.00 feet, more or less, to the point of beginning.

One-half of all mineral, oil and mining rights EXCEPTED.

THIS IS A PURCHASE MONEY MORTGAGE.

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

see release memo BR 49 p. 556 (4-2-82) BOOK 416 PAGE 191

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 William M. Stevens and wife, Kristin A. Stevens

have hereunto set our signature and seal, this
1981 OCT 13 PM 1:47
JUDGE OF PROBATE
3000
300
100
3400

day of October 1981.
William M. Stevens (SEAL)
Kristin A. Stevens (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William M. Stevens and wife, Kristin A. Stevens

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 12 day of October 1981.

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

Return to:
TO
MORTGAGE DEED

19811013000108990 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
10/13/1981 00:00:00 FILED/CERTIFIED

Recording Fee \$
Deed Tax \$

This form furnished by
Jefferson Land Title Services Co., Inc.
316 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company