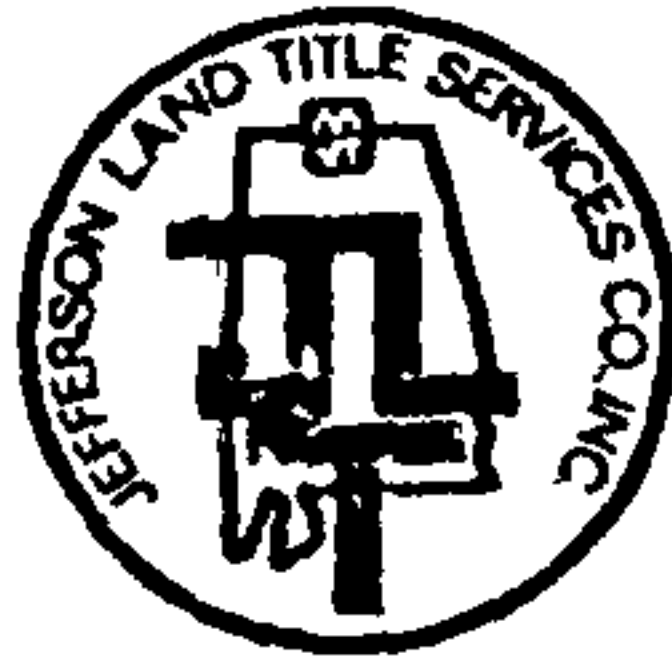


This instrument was prepared by

(Name) C. CRAWFORD WILLIAMS, ATTORNEY

(Address) 425-19th St., Ensley, Al. 35218



*Jefferson Land Title Services Co., Inc.*

318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

*Mississippi Valley Title Insurance Company*

**MORTGAGE-**

STATE OF ALABAMA

JEFFERSON

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
WILLIAM T. McCUTCHEN, an unmarried man.

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

CHARLES S. LESTER



19811030000116210 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
10/30/1981 00:00:00 FILED/CERTIFIED

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

of THIRTY-SIX THOUSAND AND NO/100----- Dollars

(\$ 36,000.00 ), evidenced by One Waiver Promissory Note of even date herewith, with interest from date at the rate of 12% per annum, and payable in equal annual installments of \$9,986.75, with the first of said annual installments being due on, or before, the 30th day of October, 1982, and an equal installment on, or before, the 30th day of each year thereafter, until both principal and interest shall have been paid in full.

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 T. McCUTCHEN, an unmarried man

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:

An undivided one-half (1/2) interest in and to the following described real property to-wit:

A tract of land situated in the SE 1/4 of Section 26, Township 20 South, Range 1 West, and being more particularly described as follows:

Commence at the S.E. corner of said Section 26, Township 20 South, Range 1 West, also the point of beginning of the herein described tract; thence North along the East line of said Section 26, 2654.51' to the N.E. corner of the N.E. 1/4 of the S.E. 1/4 of said Section 26; thence left 90°32'27", 2005.05' along the North line of said S.E. 1/4 to the N.W. corner of the East 1/2 of the N.W. 1/4 of the S.E. 1/4; thence left 90°03'34" 1,986.23' along the West line of said East 1/2 of the N.W. 1/4 of the S.E. 1/4 to the S.W. corner of the N.E. 1/4 of the S.W. 1/4 of the S.E. 1/4; thence left 90°30'06", 658.13' along the South line of said N.E. 1/4 of the S.W. 1/4 of the S.E. 1/4 to a point; thence right 91°27'19", 684.93' to the S.W. corner of the S.E. 1/4 of the S.E. 1/4; thence left 91°20'03", 1330.55' along the South line of said S.E. 1/4 of the S.E. 1/4 for the point of beginning and contains 111.433 acres.

THIS IS A SECOND PURCHASE MONEY MORTGAGE!

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



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.

have hereunto set his signature and seal, this

STATE OF ALA. SHERIFF AND SEAL, t  
signature  
NOTARY PUBLIC  
THIS INSTRUMENT WAS FILED

1981 OCT 30 PM 3: 03

THOMAS P. SHAW  
JUDGE OF PROBATE

30 day of October 1981

William T. McCutchen

Mtg TAX 54.00

Rev	3.00
Ind	1.00
	<u>2.00</u>

**JEFFERSON**

**COUNTY**

19811030000116210 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
10/30/1981 00:00:00 FILED/CERTIFIED

I, the undersigned, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that WILLIAM T. McCUTCHEN, an unmarried man

whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on the 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 30<sup>th</sup> day of October

**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**

WILLIAM T. McCUTCHEN, an unmarried

TO  
CHARLES S. LESTER

# MORTGAGE DEED



### Recording Fee \$

**Deed Tax \$**

**This form furnished by**

**Callerson Land Title Services Co., Inc.**

11  
21ST NORTH • P. O. BOX 10481 • PHONE (208)--328-8020

**BIRMINGHAM, ALABAMA 35201**

**AGENTS FOR**  
***Mississippi Valley Title Insurance Company***