

This instrument was prepared by

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Shelby Cnty Judge of Probate, AL
11/06/1981 00:00:00 FILED/CERTIFIED

(Name) E. L. Brobston

(Address) 304 North 18th Street, Bessemer, AL 35020

Form 1-1-22 Rev. 1-56

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James E. McCormack and wife, Barbara McCormack

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

James W. Anderson, Sr., and wife, Maudie E. Anderson

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

of One Thousand Nine Hundred And No/100----- Dollars
(\$ 1,900.00), evidenced by promissory note of even date, due and payable at
the rate of \$75.00 per month beginning November 10, 1981, and a like amount
due and payable on the 10th day of each succeeding month thereafter until
paid in full, with interest at the rate of 12% from date.

This mortgage paid in full and satisfied the
No. 234 day of February 1984

Attest: James W. Anderson, Sr., Maudie E. Anderson
Thomas A. Snowden, Jr.
Judge of Probate

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,

James E. McCormack and wife, Barbara McCormack

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:

PARCEL I:

Part of the East 1/2 of NE 1/4 of SW 1/4 of Section 23, Township
19, Range 1 East, more particularly described as follows:
Begin at the Southeast corner of said NE 1/4 of SW 1/4 and run North
along the East line 419.75 feet to the point of beginning, from said
point of beginning continue North along the East line 350 feet to the
Southeast right of way of Highway 280, thence turn an angle to the left
of 118 degrees 49' 52" and run Southwesterly along said right of way
395 feet, thence turn left an angle of 69 degrees 29' and run along
the Easterly boundary of Cheshire Road for 200 feet; thence turn left
and run Northeasterly to the point of beginning.
Situated in Shelby County, Alabama.

PARCEL II:

Part of the East 1/2 of the NE 1/4 of the SW 1/4 of Section 23,
Township 19, Range 1 East, situated in Shelby County, Alabama,
described as follows:
Commence at the Southeast corner of the NE 1/4 of the SW 1/4 of
said Section 23, and run North along the East boundary of said 1/4-1
section a distance of 263.90 feet to the Northeast
corner of the "Champion Tract" as described by deed recorded in
Deed Book 300, page 671, said point also being the point of beginning
thence continue North along said 1/4-1/4 section 160 feet more or
less to a point on the South line of the "Anderson tract" as describ
by deed recorded in Book 274, page 187; thence run West and along th
South line of the "Anderson tract", a distance of 320 feet more or
to a point on the East right of way line of Cheshire Road; thence r
Southerly along East line of Cheshire Road to a point on the North
of the "Champion tract" as described aforesaid; thence run East alo
the North line of the "Champion Tract" 415 feet more or less to the
point of beginning.
Situated in Shelby County, Alabama.

1031 - Patton Rd.

Bessemer, Ala 35020

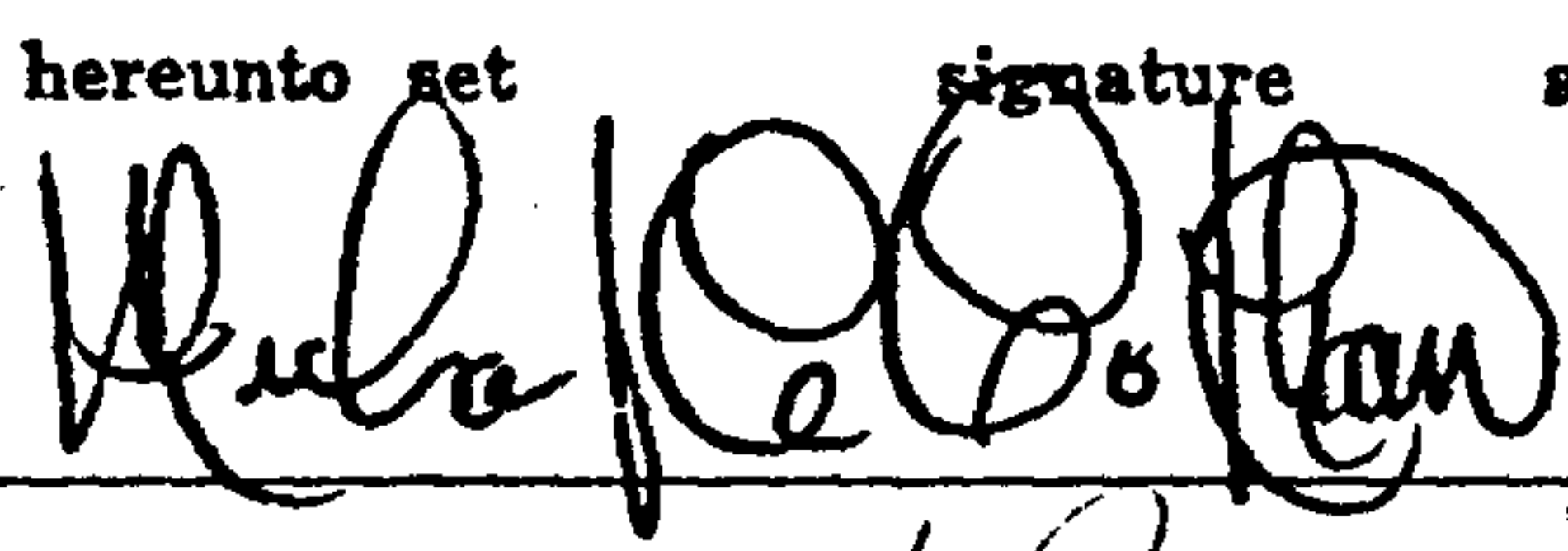
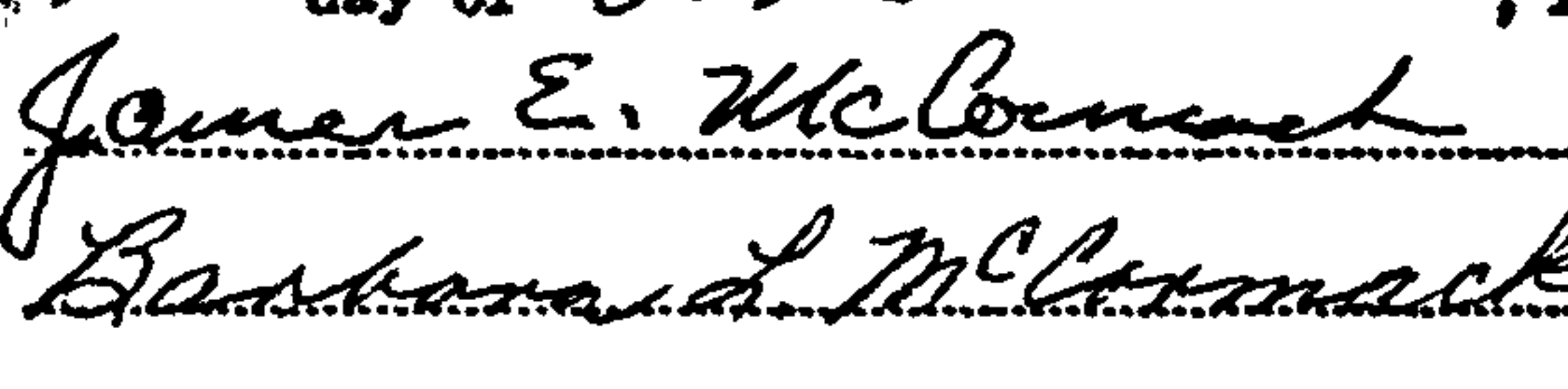
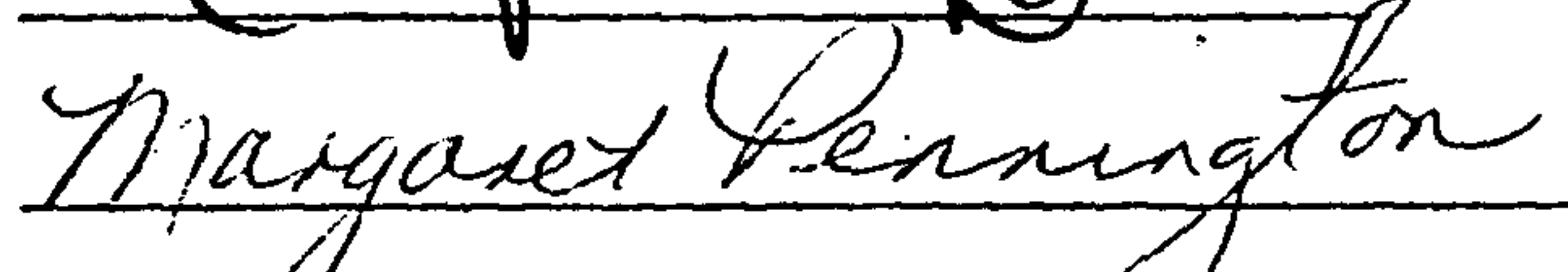
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

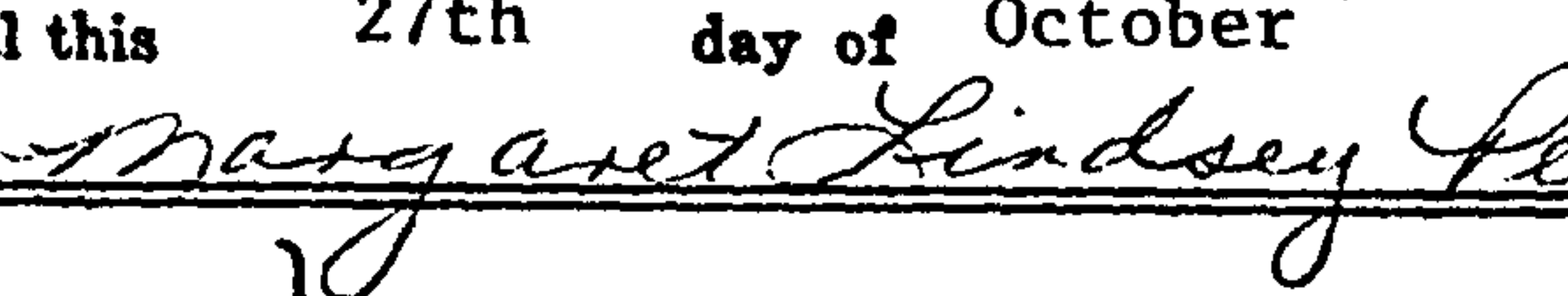
See Subordination Agreement Misc Bk 43 pg 40 (12/21/81)
BOOK 416 PAGE 752

To Have And to hold the above granted property unto the Mortgagee, Mortgagee's successors, heirs, 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 James E. McCormack and wife, Barbara McCormack

have hereunto set signature and seal, this 27th day of October, 1981
 (SEAL)
 (SEAL)
 (SEAL)

THE STATE of ALABAMA }
COUNTY }
I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that James E. McCormack and wife, Barbara McCormack
are
whose names / 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 27th day of October, 1981.
Given under my hand and official seal this 27th day of October
 (SEAL)

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

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1981 NOV -6 AM 9:58
Noty Tax - 2.85
Rec. 3.00
Ind. 1.00
6.85
19811106000118440 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
11/06/1981 00:00:00 FILED/CERTIFIED

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama