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This instrument was prepared by

19811123000125810 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
11/23/1981 00:00:00 FILED/CERTIFIED

(Name) Charles A. J. Beavers, Jr.

(Address) 1933 Montgomery Highway, Birmingham, Alabama 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Michael Edward Ford, an unmarried man,

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

MetroBank, an Alabama banking corporation,

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

of Thirty-one Thousand Three and 80/100 Dollars

(\$ 31,003.80 ), evidenced by promissory note of even date herewith and due and payable in accordance with the terms, conditions, and provisions of said note and/or any renewal or extension thereof

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BOOK 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,

Michael Edward Ford, 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:

Begin at a point on the east right-of-way line of Shelby County Highway No. 87; said point being the southwest corner of the lot conveyed to Linda K. Hollis in deed recorded in Deed Book 332, page 298, in the Probate Office of Shelby County, Alabama, and run east along the south line of said Hollis lot to a point on the west right-of-way line of Interstate Highway No. 65, said point being the southeast corner of said Hollis lot; thence run southerly and westerly along said right-of-way line to the east right-of-way line of Shelby County Highway No. 87; thence run northerly along said right-of-way to the point of beginning. Situated in the SW $\frac{1}{4}$  of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama, and being bounded on the west by Shelby County Highway No. 87, the north by the Hollis lot, and the east and south by Interstate Highway No. 65.

SUBJECT TO:

1. Rights to Alabama Power Company recorded in Deed Book 139, page 422; dated May 6, 1949; recorded in Deed Book 57, page 373, dated May 23, 1915, all in the Probate Office of Shelby County, Alabama.

This mortgage is second and subordinate to that certain mortgage to C. R. Crim and/or Helen L. Crim dated May 27, 1981 recorded in Mortgage Book 413, page 12, in said Probate Office.

Mortgagor covenants and agrees that he will not sell, mortgage, or otherwise alienate the property herein described without the written consent of the holder of this mortgage.

CORLEY, MCNEUS, DeBUYS, GOINGS, THUSTON & BEAVERS, ATTORNEYS

1933 MONTGOMERY HIGHWAY

BIRMINGHAM, ALABAMA 35209

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



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 Michael Edward Ford, an unmarried man have hereunto set his signature and seal, this 30<sup>th</sup> day of October, 19 81.

Michael Edward Ford (SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael Edward Ford, an unmarried man,

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 30<sup>th</sup> day of October, 19 81.

MY COMMISSION EXPIRES OCTOBER 30, 1991 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

1981 NOV 23 AM 10:17

Notary Public  
JUDGE OF PROBATE  
Mtg. 46.65  
Red. 3.00  
Sub. 1.00  
50.65

This form furnished by

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

19811123000125810 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
11/23/1981 00:00:00 FILED/CERTIFIED

MORTGAGE DEED

TO

Michael Edward Ford

MetroBank

CORLEY, McCOMBS, DEBUS, & BLAVERS, ATTORNEYS  
1933 MONTGOMERY AVE  
BIRMINGHAM, ALABAMA 35209  
Return to: