

This instrument was prepared by

(Name) ⁴³⁸ Phillip J. Sarris, Attorney at Law

(Address) 1920 Mayfair Drive, Birmingham, AL 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of JEFFERSON

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Helon S. Roberts, a single woman,

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

Cahaba Land & Timber Company, Inc., a corporation

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

of Eleven thousand four hundred and no/100-----Dollars
(\$ 11,400.00), evidenced by one real estate mortgage note

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

8000 418 418 868 NOW THEREFORE, in consideration of the premises, said Mortgagors, Helon S. Roberts, a single woman,

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 part of Lot 5, according to Chelsea South Estates, Sector One as recorded in Map Book 8, Page 14, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the SW 1/4 of SW 1/4 of Section 18, Township 20 South, Range 1 East of Shelby County Alabama; thence run Westerly along the South line of said 1/4 section 109.37 feet, more or less, to the point of beginning; thence continue along last described course 165.00 feet to the Northeasterly right-of-way line of Shelby County Highway No. 49, (80 feet right-of-way), said point also being on a curve to the left having a central angle of 12°51'06" and a radius of 1,412.00 feet; thence turn right 61°01'49" to chord of said curve and run along said right-of-way line and arc of said curve 316.72 feet to end of said curve; thence Northwesterly and tangent to said curve and along said right-of-way line 339.90 feet to the Southeasterly right-of-way of Wall Farm Road (80'right-of-way); thence turn right 104°22' and run North-easterly and along said right-of-way line 389.13 feet; thence turn right 98°40'54" and run Southeasterly 709.62 feet to the point of beginning; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

SUBJECT TO:

1. Taxes for the year 1982 are a lien, but not due and payable until October 1, 1982. Parcel ID: 58-16-4-18-0-000-9.08.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as recorded in Deed Book 280, Page 191, subsequent lease in Deed Book 324, Page 381, and assessment of Gulf States Paper Corporation.
3. Right-of-way granted to Shelby County by instrument recorded in Deed Book 207, Page 52, in Probate Office.
4. Restrictions, covenants and conditions as set out in instrument recorded in Map Book 8, Page 14, including (1) All lots as shown thereon must have individual approval from Shelby County Health Dept. prior to the installation of sanitary sewer system. (2) No lot as shown hereon may be subdivided without the prior approval of the Shelby County Planning Commission and the Shelby County Health Department.
5. Building setback line of 50 feet reserved from Wall Farm Road and Shelby County, Highway No. 49 as shown by plat.
6. Public utility easements as shown by recorded plat, including 20 foot easements on Said property is warranted free from all incumbrances and against any adverse claims, except as stated above. South and East sides.

This is a purchase money mortgage given to secure the unpaid price for the property in question.

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

Helon S. Roberts, a single woman,

have hereunto set my signature and seal, this 9th day of March, 1982

Intg. 17.10

Rec. 3.00

Ind. 1.00

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

21.10

1982 MAR 11 AM 9:20

Helon S. Roberts

Helon S. Roberts

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

JEFFERSON

JUDGE OF PROBATE

I, Phillip J. Sarris

, a Notary Public in and for said County, in said State,

hereby certify that Helon S. Roberts, a single woman,

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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of March, 1982

Notary Public

THE STATE of

COUNTY }

PHILLIPS J. SARRIS, Notary Public

Alabama State at Large

, a Notary Public in and for said County, in said State,

PHILLIPS J. SARRIS, Notary Public

Alabama State at Large

My Commission Expires June 18, 1984

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

PHILLIP J. SARRIS
ATTORNEY AT LAW
1920 MAYFAIR DRIVE
Return to: BIRMINGHAM, ALA. 35209

Helon S. Roberts, a single woman
TO
Cahaba Land & Timber Co., Inc.
a corporation

MORTGAGE DEED

This form furnished by

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