

This instrument was prepared by  
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P.O. Box 557  
(Address) Columbiana, Alabama 35051



Jefferson Land Title Services Co., Inc.  
318 71ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020  
BIRMINGHAM, ALABAMA 35201  
AGENTS FOR  
Mississippi Valley Title Insurance Company

MORTGAGE

235-

STATE OF ALABAMA  
SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Turner Painting Company

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

Ralph W. Thomas and/or Sue H. Thomas

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

of Thirty-One Thousand Five Hundred and no/100-----Dollars  
(\$31,500.00 plus interest), evidenced by promissory note of even date herewith, due and payable  
in accordance with the terms, conditions and provisions of said note and/or  
any renewal or extensions 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,

Turner Painting Company

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:

Part of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 28, Township 19 South, Range 1 East,  
Shelby County, Alabama, said part being more particularly described as  
follows:

Commence at the Southwest corner of said SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , said Section 28, and  
run in an Easterly direction along the South line thereof for a distance  
of 242.47 feet to the point of beginning of the tract here described;  
continue thence in an Easterly direction along said  $\frac{1}{2}$ - $\frac{1}{2}$  Section line for a  
distance of 248.35 feet; thence turning an angle to the left of 89 degrees  
02 minutes 30 seconds, run in a Northerly direction for a distance of 162.09  
feet to a point on the Southerly right-of-way line of U.S. Highway #280,  
said point being on a curve in said right-of-way line, said curve being  
concave in a Northwesterly direction, having a central angle of 1 degree  
40 minutes and a radius of 8594.37 feet; thence run in a Southwesterly  
direction along the arc of said curve, in said right-of-way for a distance  
of 250.85 feet; thence run in a Southerly direction for a distance of 130.65  
feet to a point on the South line of said  $\frac{1}{2}$ - $\frac{1}{2}$  Section line which is 242.47  
feet East of the Southwest corner thereof, said point being the point of  
beginning. Said parcel containing 0.83 acres, more or less.  
Situated in Shelby County, Alabama.

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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

Turner Painting Company

have hereunto set my signature and seal, this

6<sup>th</sup> day of August

, 19 82

TURNER PAINTING COMPANY

(SEAL)

(SEAL)

BY: *Sidney W. Turner* (SEAL)  
Sidney W. Turner (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 Sidney W. Turner, doing business as Turner Painting Company

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

Given under my hand and official seal this 6<sup>th</sup>

day of August, 1982

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

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1982 AUG -6 PM 3:08

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

Mtg. 47.25  
Rec. 3.00  
Insul. 1.00  
57.25

Recording Fee \$  
Deed Tax \$

This form furnished by

*Jefferson Land Title Services Co., Inc.*

318 21ST NORTH & P.O. BOX 10481 & PHONE 12081-318-8020  
BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

TO

MORTGAGE DEED

Return to: