

THIS INSTRUMENT PREPARED BY:

NAME: Kathy Hamm for:
Service Corporation of Alabama

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ADDRESS: 212 North 21st Street
Birmingham, Alabama 35203

MORTGAGE -

Birmingham, Alabama

State of Alabama

JEFFERSON

COUNTY

Know All Men By These Presents, that whereas the undersigned James E. Bishop and wife,
Ramona S. Bishop

justly indebted to SERVICE CORPORATION OF ALABAMA

in the sum of **TWENTY NINE THOUSAND FOUR HUNDRED NINETY NINE & 00/100***DOLLARS
(\$29,499.00)

evidenced one promissory note of even date herewith, payable in monthly installments
of **FOUR HUNDRED NINETY ONE & 65/100**DOLLARS(\$491.65) payable on the 5th day

of each month beginning September 5, 1982
and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when

the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at

maturity, the undersigned, James E. Bishop and wife, Ramona S. Bishop

do, or does, hereby grant, bargain, sell and convey unto the said Service Corporation of Alabama

(hereinafter called Mortgagee) the following described real property situated in

Shelby

County, Alabama, to-wit:

Part of the SE 1/4 of the SE 1/4 of Section 16, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Southeast corner of the SW 1/4 of the SE 1/4 of said section 16, Thence Northerly and along the East line of same for a distance of 500.00 feet; thence turn an angle to the right of 90 degrees 00 minutes in an easterly direction for a distance of 425.23 feet to the point of beginning of the property described herein; thence continue along the last named course for a distance of 320.00 feet to a point on the Westerly right of way line of a public road, said point being on a curve to the left, having a central angle of 44 degrees 54 minutes and a radius of 193.93 feet; from said point turn an angle to the left of 97 degrees 38 minutes to tangent to said curve in a Northwesterly direction along the arc to said curve, and along said right of way, for a distance of 129.03 feet to the point of tangent to said curve; thence along said tangent and along said right of way in a Northwesterly direction for a distance of 20.97 feet; thence turn an angle to the left of 55 degrees 33 minutes in a southwesterly direction for a distance of 293.00 feet; thence turn an angle to the left 121 degrees 55 minutes in a Southeasterly direction for a distance of 52.00 feet to the point of beginning. Situated in Shelby County Alabama. Mineral and mining rights excepted.

Amount financed - \$20,000.00

Finance Charge - 9,499.00

Total - \$29,499.00

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

WITNESSES:

James E. Bishop (Seal)
James E. Bishop
Ramona S. Bishop (Seal)
Ramona S. Bishop
..... (Seal)
..... (Seal)

1982 AUG -6 AM 10:11

THOMAS A. SNOODEN, JR.
CLERK OF PROBATE

BOOK STATE OF ALABAMA
JEFFERSON County

General Acknowledgement

1, the undersigned,

_____, a Notary Public in and for said County in Said State.

hereby certify that James E. Bishop and wife, Ramona S. Bishop

whose name are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being in-
formed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of July 19 82.

19 82.

Aileen Mabry Notary Public

STATE OF
COUNTY OF

Corporate Acknowledgement

I, _____
said State, hereby certify that
whose name as _____ President of _____

a Notary Public in and for said County, in

whose name as _____ President 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 the 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

Return to

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MORTGAGE

**Service Corporation of Alabama
2212 North 21st Street
Birmingham, Alabama 35203**