

# ALABAMA MORTGAGE

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Martin T. Bailey and wife, Margaret C. Bailey

(hereinafter called "Mortgagors," whether one or more) have this day become justly indebted to Thomas M. Weaver and wife, Charlotte S. Weaver

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

principal sum of One Hundred Fifty Thousand-----DOLLARS

(\$150,000.00), as evidenced by promissory note(s) of even date herewith, bearing interest at the rate of

twelve per cent (12 %) per annum, and payable as follows: Fifty-nine (59) equal consecutive monthly installments of One Thousand Five Hundred Forty-Two and 92/100 Dollars (\$1,542.92), commencing October 24, 1982, and on the 24th day of each month thereafter, and a final payment of One Hundred Forty-Eight Thousand Thirty Seven and 75/100 Dollars (\$148,037.75) on September 24, 1987, payable at 2517 Otter Lane (Seabrook Island), Route One, Johns Island, South Carolina, 29455, or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at twelve per cent (12%) per annum after maturity.

AND WHEREAS, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof according to the tenor and effect of said note(s), and compliance by Mortgagors with the requirements of this mortgage;

NOW, THEREFORE, in consideration of the premises and for the purpose of securing the payment of said indebtedness and any other indebtedness which Mortgagors may owe to Mortgagee before the payment in full of the amount now due hereunder, said Mortgagors, Martin T. Bailey and wife, Margaret C. Bailey

do hereby grant, bargain, sell, and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama, to-wit:

Real estate described on Exhibit A-1 attached hereto and made a part hereof.

Subject to:

- (1) Taxes for the year 1982, a lien but not yet due and payable.
- (2) Restrictive covenants and conditions set forth on Exhibit A attached hereto and made a part hereof.
- (3) Right of way of road along western boundary of said real estate and rights of other parties in and to use of said road.

TOGETHER with all and singular the fixtures appurtenant thereto, which shall include, insofar as they now are or may hereafter belong to or be used with the premises or any buildings or improvements thereon and whether attached or detached, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, sprinkling, and plumbing fixtures; irrigating, water, and power systems; engines and machinery; boilers, ranges, furnaces, oil burners, or units thereof; elevators and motors; refrigeration plants or units; cabinets; appliances; wall beds; storm windows and doors;

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window and door screens; awnings; window shades, shrubbery; and all property now or hereafter attached to or reasonably necessary to the use of the premises, all of which shall be deemed to be fixtures and shall be part of the security for the indebtedness herein mentioned and shall be covered by this mortgage; and together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, easements, tenements, hereditaments, and appurtenances thereunto appertaining, and the reversions and remainders, rents, issues, and profits thereof. Said real estate and all other property hereinabove described, whether real or personal, is herein referred to as "the premises."

TO HAVE AND TO HOLD the premises unto Mortgagee, Mortgagee's heirs, personal representatives, successors and assigns forever,

AND, Mortgagors do covenant with Mortgagee that they are lawfully seized in fee simple and possessed of the premises, and have good right to convey the same; that the premises are free from all liens, charges, encumbrances, easements, and restrictions whatsoever not herein specifically mentioned; and that, subject only to exceptions herein specifically mentioned, Mortgagors do warrant and will defend the title to the same unto Mortgagee against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements:

1. Mortgagors shall pay the said principal indebtedness and interest thereon when and as they shall become due, whether in course or under any covenant, condition, or agreement herein contained, together with any other indebtedness which Mortgagors may owe to Mortgagee; it being further agreed that any statement in a note or obligation that it is secured by this mortgage shall be conclusive evidence of such fact.

2. Mortgagors shall keep the premises in good condition and repair, reasonable wear and tear excepted; shall not permit nor perform any act which would in any way impair the value of the premises; shall not remove any fixture nor remove or demolish any building or improvement located on the above described land without the written consent of Mortgagee; and shall neither commit nor permit waste of the premises.

3. Mortgagors shall pay and discharge as the same become due all taxes and assessments that may accrue, be levied, or assessed upon the premises or any part thereof, which may be or become a lien prior to the lien of this mortgage or have priority in payment to the debt secured hereby, or upon Mortgagee's interest therein or upon this mortgage or the indebtedness or evidence of indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee. Upon the passage of any law imposing the payment of the whole or any part thereof upon the Mortgagee or upon the rendering by any appellate court of competent jurisdiction that the undertaking by the Mortgagors to pay such taxes is legally inoperative, then the indebtedness hereby secured without deduction shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore or hereafter enacted. Mortgagors shall not suffer or permit any taxes or assessments on the premises to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and, further, shall furnish annually to Mortgagee, prior to the date when they would become delinquent, certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

4. Mortgagors shall pay all debts, claims, or other charges that may become liens against the premises or any part thereof for repairs or improvements that may have been, or may hereafter be, made on the premises and shall not permit any lien or encumbrance of any kind which might become superior to the title of Mortgagee or the lien of this mortgage to accrue or remain on the premises or any part thereof.

5. Mortgagors shall keep the premises continuously insured and shall provide, maintain, and deliver to Mortgagee policies of fire and such other insurance as Mortgagee may from time to time require in companies, form, and amounts satisfactory to Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and shall assign and deliver to Mortgagee with mortgage clauses satisfactory to Mortgagee all insurance policies of any kind or in any amount now or hereafter issued upon the premises. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the premises caused by any casualty. Full power is hereby conferred on Mortgagee to settle and compromise claims under all policies and to demand receive, and receipt for all monies becoming payable thereunder and to assign absolutely all policies to any endorsee of the note(s) or to the grantee of the premises in the event of the foreclosure of this mortgage or other transfer of title to the premises in extinguishment of the indebtedness secured hereby. In the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to Mortgagee who may in Mortgagee's sole and absolute discretion, apply the same, wholly or partially, after deducting all costs of collection, including a reasonable attorney's fee, either as a payment on account of the indebtedness secured hereby, whether or not then due or payable, or toward the alteration, reconstruction, repair, or restoration of the mortgaged premises, either to the portion thereof by which said loss was sustained or any other portion thereof.

6. The rents, income, and profits of all and every part of the premises are hereby specifically pledged to the payment of the debt and all other obligations hereby secured. If default shall be made in the payment of the said indebtedness or any part thereof or in the performance of any covenant, condition, or agreement of this mortgage, Mortgagee shall have the right forthwith to enter into and upon the premises, take possession thereof, and collect said rent, income, and profits with or without the appointment of a receiver. All such net income, after payment of reasonable collection, management, and attorney's fees, shall be applied toward the payment of any advances made by Mortgagee or in reduction of any indebtedness, including interest thereon, hereby secured in such manner or proportion as Mortgagee may elect.

7. If Mortgagors fail to insure the premises, or to pay and furnish receipts for all taxes and assessments, or to pay debts, claims or other charges for repairs and improvements, or to keep the premises in good condition and repair, all as provided herein, Mortgagee may at its option procure such insurance, pay such taxes and assessments, redeem the property from any tax sale, procure such receipts, or enter upon the premises and make such repairs as it may deem necessary; and Mortgagors shall immediately pay to Mortgagee all sums which Mortgagee shall have so paid, together with interest at the rate of 8% per annum from the date the same was paid, and for payment thereof, this mortgage shall stand as security in like manner and effect as for the payment of the said principal indebtedness; but the failure of Mortgagee to procure such insurance, to pay such taxes and assessments, to redeem the property from any tax sale, or to make repairs shall in no way render Mortgagee liable to Mortgagors. If Mortgagee shall elect to advance insurance premiums, taxes, or assessments, or redeem from tax sale, the receipt of the insurance company or of the proper tax official shall be conclusive evidence of the amount, validity, and the fact of payment thereof.

8. Mortgagors shall immediately pay to Mortgagee all sums, including costs, expenses, and reasonable agent's and attorney's fees, which Mortgagee may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste; to establish or sustain the lien of this mortgage or its priority, or to defend against liens, claims, rights, estates, easements, or restrictions, asserting priority to this mortgage; in payment, settlement, discharge, or release of any asserted lien, claim, right, easement, or restriction made upon advice of competent counsel that the same is superior to the lien of this mortgage; for title insurance, abstract of title, or extension thereof; in connection with any suit to enforce or foreclose this mortgage, or to recover any sums hereby secured, together with interest on all such sums at the rate of 8% per annum until paid, and for payment of such sums and interest this mortgage shall stand as security in like manner and effect as for the payment of the said principal indebtedness.

PARCEL #1 (LOT 3):

A parcel of land located in the SE1/4 of Section 10, Township 20 South, Range 1 West, more particularly described as follows: Commence at the NW corner of the NE1/4 of SE1/4 of Section 10, Township 20 South, Range 1 West; thence in an Easterly direction along the North line thereof a distance of 371.59 feet; thence 90 deg. 44' 45" right in a Southerly direction a distance of 267.89 feet to center of existing road; thence 105 deg. 10' right in a Northwesterly direction along said road a distance of 157.84 feet to the beginning of a curve to the left, having a radius of 200.53 feet and a central angle of 45 deg. 36' 30"; thence in a Southwesterly direction along arc of said curve a distance of 159.63 feet to end of said curve; thence in a Southwesterly direction along said road a distance of 121.95 feet to the beginning of a curve to the right having a radius of 413.40 feet, a central angle of 17 deg. 44'; thence in a Southwesterly direction along arc of said curve a distance of 127.95 feet to end of said curve; thence in a Southwesterly direction along said road a distance of 31.91 feet; thence 127 deg. 42' 30" left in a Southeasterly direction a distance of 632.56 feet to the point of beginning; thence 180 deg. right in a Northwesterly direction a distance of 632.56 feet to a point in said road; thence 52 deg. 17' 30" left in a Southwesterly direction along said road a distance of 98.35 feet to the beginning of a curve to the left having a radius of 131.03 feet and a central angle of 70 deg. 28' 15"; thence in a Southwesterly direction along said curve a distance of 161.16 feet to the end of said curve and the beginning of a curve to the left having a radius of 331.47 feet and a central angle of 31 deg. 12'; thence in a Southerly direction along said curve and said road a distance of 180.50 feet to end of said curve; thence in a Southeasterly direction along said road a distance of 242.74 feet to the beginning of a curve to the right having a radius of 94.27 feet and a central angle of 52 deg. 51'; thence in a Southwesterly direction along said curve a distance of 86.96 feet to end of said curve; thence in a Southwesterly direction along said road a distance of 76.80 feet to the beginning of a curve to the left, having a radius of 754.96 feet and a central angle of 14 deg. 22'; thence in a Southwesterly direction along said curve a distance of 189.30 feet to end of said curve; thence in a Southwesterly direction along said road a distance of 32.26 feet to the beginning of a curve to the left, having a radius of 680.48 feet and a central angle of 18 deg. 08'; thence in a Southwesterly direction along the tangent of said curve a distance of 108.59 feet; thence 104 deg. 44' left in an Easterly direction a distance of 379.29 feet to the Southwest corner of said NW1/4 of the SE1/4; thence 26 deg. 23' 30" left in a Northeasterly direction a distance of 378.05 feet; thence in a Northerly direction along the edge of existing lake to the point of beginning.

PARCEL #2 (LOT 4):

A parcel of land located in the SE1/4 of Section 10, Township 20 South, Range 1 West, more particularly described as follows: Commence at the NE corner of the SE1/4 of SE1/4 of said Section 10; thence South along the East line thereof a distance of 372.88 feet; thence 50 deg. 30' right in a Southwesterly direction a distance of 865.52 feet; thence 23 deg. 23' right in a Southwesterly direction a distance of 355.91 feet; thence 37 deg. 33' 30" right in a Northwesterly direction a distance of 173.15 feet to a point in center line of road; thence 37 deg. 20' right and Northwesterly along centerline of road a distance of 177.10 feet to beginning of a curve to left, having a radius of 967.91 feet and a central angle of 15 deg. 34'; thence Northwesterly along the tangent of said curve a distance of 66.57 feet; thence 76 deg. 53' right and Northeasterly a distance of 865.15 feet to the point of beginning; thence 180 deg. left in a Southwesterly direction a distance of 865.15 feet to aforescribed point; thence 103 deg. 07' right and Northwesterly along tangent of last described curve, a distance of 65.73 feet; thence 15 deg. 34' left in a Northwesterly direction a distance of 132.30 feet to end of said curve; thence Northwesterly along said road a distance of 68.17 feet to beginning of a curve to the right having a radius of 393.66 feet and a central angle of 16 deg. 16'; thence Northwesterly along arc of said curve a distance of 111.76 feet to end of said curve; thence Northwesterly along said road a distance of 224.18 feet to the beginning of a curve to the right having a radius of 308.85 feet and a central angle of 25 deg. 48' 30"; thence Northwesterly along arc of said curve a distance of 139.12 feet to end of said curve and the beginning of a curve to the right, having a radius of 680.48 feet, and a central angle of 18 deg. 08'; thence Northerly along tangent of said curve a distance of 108.59 feet; thence 93 deg. 24' right in an Easterly direction a distance of 379.29 feet to the Northwest corner of said SE1/4 of the SE1/4; thence 26 deg. 23' 30" left in a Northeasterly direction a distance of 378.05 feet; thence in an Easterly, Southeasterly, and Southerly direction along the edge of existing lake to the point of beginning.

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## RESTRICTIONS - CHELSEA FOREST LAKE

The conveyance of the hereinabove described property is made subject to any exceptions contained above and further subject to the following restrictions and limitations which will apply equally to all five plots fronting on Chelsea Forest Lake.

1. Only one residence or dwelling shall be constructed on the above described property and said residence or dwelling shall contain at least 2000 square feet of heated floor space, exclusive of porches, and not less than 1000 square feet on the first floor of a one and one-half and two story buildings.
2. A maximum of one pier and one boathouse may be constructed on the above described property provided that neither of the same extend out in the water more than twenty-five (25) feet from the usual low water line; provided further that any such boathouse and pier will be of attractive design and consistent in design, construction, color and architecture with the residence and other improvements located on said property.
3. No building except the main residence or dwelling and boathouse shall be constructed within two hundred feet from the closest point of the lake.
4. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of Chelsea Forest Road. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of the property line, except with the approval of the owners of the adjoining property.
5. Only electric motors of 5 horsepower or less shall be permitted for use on the lake. No boats shall be permitted on the lake in excess of a total overall length of fourteen feet. Lake plot owners will be allowed a maximum of two boats. No other boats will be allowed on the lake.
6. Animals and livestock shall be permitted on the above described property in reasonable numbers excluding hogs and pigs and provided, however, that there shall be absolutely no commercial or business raising of any animal, fish, or fowl on said property; and provided further, however, that no such animal shall be pastured or kept within two hundred feet of the lake.
7. All septic tanks or other sewage systems installed must be of an adequate quality and quantity and must be installed in conformity with all existing laws and regulations concerning the same. Said septic tanks and sewage disposal systems shall not be located or constructed as to pollute the lake.
8. All buildings, structures, and improvements located on the above described property must be consistent with each other in design, color and architectural type. No outbuildings, buildings or residences shall be erected or begun on said property without plans in three dimensions, specifications, architectural designs, grades and location therefor having first been submitted to and approved in writing by Grantors, their heirs, successors or assigns. No house trailers or mobile homes will be allowed.
9. The above described property may not be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings except at the discretion and with the written unanimous approval of the committee as constituted under Restriction No. 10.
10. No portion of the above described property shall be sold or used for the purpose of extending any public or private road, street, or alley or for the purpose of opening any road, street, or alley, except by the prior written consent of said committee.
10. Upon the conveyance by Grantors of a total of four parcels of land fronting on the lake referred to above, excluding the lot presently occupied by Grantors, the owners of each of said four parcels of land, together with grantors, their heirs, successors and assigns, shall constitute a committee which shall have the right to modify, release, amend, void, transfer or delegate all of the rights, reservations, and restrictions herein set forth, or any one or more thereof, by unanimous vote only. The owners of each of said lots shall together be entitled to one vote on any question or issue raised. Although unanimous vote of said committee is required on the questions above stated in this paragraph, any other question or issue raised which is not referred to above shall be determined by a simple majority vote of said committee.
11. Invalidity of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

12. There shall be no hunting of game on the above described property at any time and no discharging of any type gun except in case of an emergency.

13. Grantees, their heirs, successors and assigns shall have a reasonable right of use in and to the lake for swimming and fishing and shall bear a pro rata share of any cost of maintaining or repairing said lake, dam, or other facilities necessary to the preservation of said lake. There shall be no minnow fishing whatsoever in the lake and no new or additional fish added to the lake except as approved by the aforementioned committee. The said lake shall be fertilized, fished, and managed in accordance with the suggestions and instructions of the Conservation Department, State and Federal.

14. Grantees, their heirs, successors and assigns shall have the use of Chelsea Forest Road and unless and until it is deeded to Shelby County and accepted by Shelby County, shall bear a pro rata share of any cost of maintaining or repairing said Chelsea Forest Road. The aforementioned committee shall decide the placement and continuance of the mercury lights approved for Chelsea Forest Road and those mercury lights so approved shall be considered a road cost.

15. Prior to the completion by Grantees, their heirs, successors and assigns of an approved dwelling or residence on the above described property, the Grantors, their heirs, successors and assigns reserve the right of first refusal should Grantees, their heirs, successors and assigns desire to sell or convey the above described property. The remuneration to Grantees is to be their exact cost or the amount set by a Certified Appraiser of the Grantors' choice, whichever is less. After the completion of an approved dwelling or residence on the above described property and after Grantees have occupied said residence one full year, should Grantees desire to sell or convey the above described property, the first right of refusal shall go to the aforementioned committee.

16. These said restrictions shall be binding on the Grantors, their heirs, successors, executors and assigns on the approximately ten acres they are retaining adjoining the said lake and should they decide to sell or convey their said approximately ten acres, the first right of refusal shall go to the aforementioned committee.

17. These said restrictions shall be binding on Grantees and Grantors, their respective heirs, successors, executors, and assigns and shall be perpetual and shall run with the land subject only to modification or change as stated above.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1970 APR 21 AM 10:01  
U.C.C. FILE NUMBER OR  
REC. BIL. & PAGE AS SHOWN ABOVE  
Carroll M. Brubaker  
JUDGE OF PROBATE



9. If default shall be made in the payment of the indebtedness secured hereby or any part thereof in accordance with the terms thereof, or in the performance of any covenant, condition, or agreement of this mortgage, then the whole indebtedness hereby secured with all interest thereon, and all other amounts secured hereby shall, at the option of Mortgagee, become immediately due and payable and this mortgage subject to foreclosure; and Mortgagee shall have the right and is hereby authorized to enter upon and take possession of the premises, and after or without taking possession, to sell the same before the Court House door in the county where the above described real estate is located, at public outcry for cash, after having given notice of the time, place, and terms of sale by publication once a week for three successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting said sale for Mortgagee is authorized and empowered to execute to the purchaser at said sale a deed to the premises so purchased. And Mortgagee may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At said foreclosure sale the premises may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Mortgagee may elect. The presence of any of the above described premises at the place of sale is expressly waived.

10. The proceeds of said sale shall be applied: First, to the expense of advertising and selling, including reasonable attorney's fees; second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay, for taxes, assessments, insurance or other charges, liens, or debts as hereinabove provided; third, to the payment of the said principal indebtedness hereby secured, with interest to date of sale; fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the premises at the time of the sale after deducting any expense of ascertaining who is such owner. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

11. Mortgagors waive all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this mortgage, and Mortgagors waive the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

12. After foreclosure of this mortgage, Mortgagors and all holding under them shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.

13. Any promise made by Mortgagors herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagors waive all rights of exemption under the law and agree to pay a reasonable attorney's fee for the collection thereof.

14. No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time and the payment or contracting to pay by Mortgagee of anything Mortgagors have herein agreed to pay shall not constitute a waiver of the default of Mortgagors in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagors.

15. If Mortgagors shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by Mortgagors under the terms and provisions of this mortgage, then this conveyance shall be and become null and void.

16. If requested by Mortgagee, Mortgagors shall also make monthly deposits with Mortgagee, in a non-interest bearing account, together with and in addition to the payment under the terms of the promissory note(s) secured hereby, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagors to Mortgagee on demand. If, by reason of any default by Mortgagors under any provision of this mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments, and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagors in writing. While any such waiver is in effect Mortgagors shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

17. All awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note(s) and Mortgagee is hereby authorized, in the name of Mortgagors, to execute and deliver valid acquittances thereof and to appeal from any such award.

18. The term "Mortgagors," wherever used herein, shall mean the party or parties executing this mortgage, jointly and severally, and all the covenants, conditions, and agreements hereof shall bind Mortgagors, their respective heirs, personal representatives, successors and assigns and shall inure to the benefit of and be available (jointly and severally if more than one) to Mortgagee, and to the heirs, personal representatives, successors and assigns of Mortgagee. The rights, options, powers, and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.

19. This is a purchase money mortgage given to secure the payment of the balance of the purchase price payable in connection with the simultaneous purchase by Mortgagors of the herein described real estate.

IN WITNESS WHEREOF, the undersigned Mortgagors have hereunto set their hands and seals this 24th day of September, 1982.

  
Martin T. Bailey (SEAL)  
Martin T. Bailey

Margaret C. Bailey (SEAL)  
Margaret C. Bailey

STATE OF ALABAMA,  
SHELBY COUNTY }

I, the undersigned authority in and for said County in said State, hereby certify that Martin C. Bailey and wife, Margaret C. Bailey, whose names signed to the foregoing conveyance, and who are known to me, acknowledged before me on this 24th day of September, 1982, that being informed 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 24th day of September 1982.

day of September 1982  
*William*  
 Notary Public  
 My commission expires January 24, 1986.

STATE OF ALABAMA, }  
COUNTY }

I, the undersigned authority in and for said County in said State, hereby certify that

whose name as

of

a corporation,                    signed to the foregoing conveyance, and who                    known to me, acknowledged before me on this  
day that, being informed of the contents of the conveyance,                    , as such officer                    and with full authority, execut-  
ed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

**Notary Public**

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

1982 OCT -1 AM 10: 10

*F. R. A. Hamilton, Jr.*  
JUDGE OF PROBATE

Mtg. fee - 225.<sup>00</sup>  
 Rec. 10.<sup>50</sup>  
       1.<sup>00</sup>  


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 236.<sup>50</sup>

# ALABAMA MORTGAGE

**Martin T. Bailey and  
wife, Margaret C. Bailey**

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Thomas M. Weaver and  
wife, Charlotte S. Weaver

**PHOTOGRAPHY MEDICAL**  
**Birmingham, Alabama**