

This instrument was prepared by
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P.O. BOX 557

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Jefferson Land Title Services Co., Inc.

318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jean Sharp

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

Ralph W. Thomas and/or L.B. Bingham

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

of Twenty-Two Thousand and no/100-----
(\$22,000.00 plus interest as 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.

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,

Jean Sharp

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:

Commence at the Southeast corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 28, Township 19, Range 1
East, run thence North along the East line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ to the Southeasterly right-
of-way line of U.S. Highway #280; thence turning an angle to the left of 97 degrees 03
minutes 30 seconds and run in a Southwesterly direction along said highway right-of-way
for a distance of 607.16 feet to the point of beginning; thence continue on the same course
along said highway right-of-way line for a distance of 597.18 feet; thence turning an angle
to the left of 83 degrees 51 minutes run in a Southerly direction for a distance of
352.62 feet; thence turning an angle to the right of 90 degrees run in a Westerly direction
for a distance of 434.83 feet; thence turning an angle to the left of 90 degrees run in a
Southerly direction for a distance of 289.50 feet; thence turning an angle to the left
of 90 degrees 07 minutes run in an Easterly direction for a distance of 299.02 feet; thence
turning an angle to the right of 90 degrees 32 minutes and run in a Southerly direction
for a distance of 136.82 feet to the Northwesternly right-of-way line of the Atlantic Coast
Line Railroad; thence turning an angle of 95 degrees 46 minutes 30 seconds to the left run
in a Northeasterly direction along said Northwesternly right-of-way of the Atlantic Coast
Line Railroad for a distance of 721.23 feet; thence turning an angle of 83 degrees 44
minutes to the left and run in a Northerly direction for a distance of 775.08 feet to a
point on the Southerly right-of-way line of U.S. Highway #280, said point being the point
of beginning.

Said land containing 13.676 acres, more or less.
Situated in Shelby County, Alabama.

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

To Have And hold the above granted property unto the Mortgagee. Mortgagee's successors, heirs, 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

Jean Sharp

have hereunto set my signature and seal, this 20th day of October, 19 82

Jean Sharp (SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA
SHELBY

1982 OCT 26 AM 11:25

COUNTY
JUDGE OF PROBATE

I, the undersigned authority

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

hereby certify that
Jean Sharp

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 20th day of October, 19 82

W. R. Justice Notary Public.

THE STATE of

COUNTY }

, 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

Return to:

TO

MORTGAGE DEED

Recording Fee \$
Deed Tax \$

This form furnished by

Gofferson Land Title Services Co., Inc.
310 21ST NORTH • P.O. BOX 10481 • PHONE (205) - 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company