

This instrument was prepared by  
Harrison, Conwill, Harrison & Justice  
(Name) Attorneys at Law  
P.O. Box 557  
(Address) Columbiana, Alabama 35051



Jefferson Land Title Services Co., Inc.  
318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 378-8020  
BIRMINGHAM, ALABAMA 35201  
AGENTS FOR  
Mississippi Valley Title Insurance Company

MORTGAGE-

860

STATE OF ALABAMA  
SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Sam J. Irvin and wife, Lolita H. Irvin

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

Wiley Partain and/or Vergil Partain

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

of Forty-Five Thousand and no/100-----Dollars  
(\$ 45,000.00 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.

It is understood and agreed that this mortgage may be paid at any time  
before maturity by paying the principal plus the then accrued interest,  
without penalty.

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,

Sam J. Irvin and wife, Lolita H. Irvin

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:

The SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 33, Township 19 South, Range 1 East, Shelby  
County, Alabama. LESS AND EXCEPT the following described property:  
Commence at the Northeast corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 33,  
Township 19 South, Range 1 East, Shelby County, Alabama, and run South  
along the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 327.04 feet to the  
point of beginning; thence right 62 degrees 52 minutes and run 429.83  
feet to a point; thence left 62 degrees 52 minutes and run South parallel  
to the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section to a point on the South line of said  
 $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence left and run East along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$   
Section a distance of 405.04 feet, more or less, to the Southeast corner  
of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence left and run North along the East line of  
said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 1051.78 feet, more or less, to the point  
of beginning.  
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

Sam J. Irvin and wife, Lolita H. Irvin

have hereunto set OUR signatureS and seal, this 29<sup>th</sup> day of October, 1982

Mtg Tax 67.50  
Rec 3.00  
Sud 1.00  
71.50

RECEIVED ALABAMA SHELBY COUNTY CLERK'S OFFICE  
THIS 29<sup>th</sup> DAY OF OCTOBER 1982  
AM 11:39

Sam J. Irvin (SEAL)  
Lolita H. Irvin (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 Sam J. Irvin and wife, Lolita H. Irvin

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, 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 29<sup>th</sup> day of October, 1982

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

Return to:

TO

MORTGAGE DEED

Recording Fee \$  
Deed Tax \$

This form furnished by

Jofferson Land Title Services Co., Inc.

316 21ST NORTH & P.O. BOX 10481 & PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company