

This instrument was prepared by
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Jefferson Land Title Service Co., Inc.

316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 379-8870

BIRMINGHAM, ALABAMA 38201

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE-

799

STATE OF ALABAMA
SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

City of Calera, Alabama

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

Joseph Jeffers, Jr., and/or Eleanor Jeffers Neel

(hereinafter called "Mortgagee", whether one or more), in the sum
of Seventy-Five Thousand and no/100----- Dollars
(\$ 75,000.00), 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,

City of Calera, Alabama

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:

Beginning at the intersection of the North right-of-way line of Shelby
County Road No. 20 and the East line of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section
3, Township 24 North, Range 13 East, said point being the point of beginning;
thence North along the East line of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 3,
a distance of 1560.34 feet to an iron pin, said iron pin being the North-
east corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 24 North, Range
13 East; thence continue along the line last described a distance of 976.80
feet to the South right-of-way line of Alabama State Highway No. 25;
thence right 65 degrees 43 minutes 00 seconds, 209.69 feet along the South
right-of-way line of Alabama State Highway No. 25 to an iron pin; thence
right 108 degrees 53 minutes 00 seconds 978.09 feet to an iron pin; thence
left 110 degrees 04 minutes 00 seconds 819.38 feet to an iron pin; thence
right 91 degrees 38 minutes 00 seconds 1166.17 feet to the North right-of-
way line of Shelby County Road No. 20; thence continue along the line last
described a distance of 40.21 feet to a point on the centerline of Shelby
County Road No. 20 and the point of beginning of a traverse of the center-
line of Shelby County Road No. 20; thence right 84 degrees 06 minutes
728.46 feet; thence left 0 degrees 32 minutes 30 seconds 200 feet; thence
left 1 degree 05 minutes 200 feet; thence left 1 degree 58 minutes 15
seconds 200 feet; thence left 2 degrees 29 minutes 30 seconds 200 feet;
thence left 1 degree 36 minutes 15 seconds 200 feet; thence left 1 degree
40 minutes 14 seconds 57.74 feet to the point of ending of the traverse
of the centerline of Shelby County Road No. 20; thence right 129 degrees
02 minutes 30 seconds 51.50 feet to the North right-of-way line of Shelby
County Road No. 20 and the point of beginning of the property herein de-
scribed, LESS THAT PORTION of the above description lying 40 feet North of
the centerline of Shelby County Road No. 20 which portion is a part of the
right-of-way of Shelby County Road No. 20, said property containing 45.8
acres, more or less.

Situated in Shelby County, Alabama.

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.

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

To Have And the above granted property unto the Mortgagee. Mortgagee's successors, assigns for- ever; 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

City of Calera, Alabama

have hereunto set its signature and seal, this 6th day of December, 1982

CITY OF CALERA, ALABAMA (SEAL)

BY: X Carl Prichard (SEAL)

Mayor (SEAL)

(SEAL)

THE STATE of

JUDGE OF PROBATE COUNTY

hereby certify that

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

whose name signed to the foregoing conveyance, and who
that being informed of the contents of the conveyance
Given under my hand and official seal this

known to me acknowledged before me on this day,
executed the same voluntarily on the day the same bears date.
day of , 19

Notary Public.

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority
hereby certify that Carl Prichard

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

whose name as Mayor

of City of Calera, Alabama,

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 6th day of December, 1982

ATTEST: Donna Chandler
Clerk

Notary Public

MORTGAGE DEED

Recording Fee \$
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.

316 21ST NORTH & P.O. BOX 10281 & PHONE (205) 324-6026

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company