

This instrument was prepared by

31

(Name) LARRY L. HALCOMB

(Address) 3512 OLD MONTGOMERY HIGHWAY
HOMEWOOD, ALABAMA 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

J. Howard King and wife, Herbie M. King

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

Madison C. Richards and Pauline B. Richards

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

of Twenty four thousand and no/100 _____ Dollars
(\$ 24,000.00), evidenced by promissory note of even date herewith, having a final maturity
of September 1, 1983.

32 And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt
payment thereof.

PAGE 32 NOW THEREFORE, in consideration of the premises, said Mortgagors,

J. Howard King and wife, Herbie M. King

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:

See attached legal description on Exhibit "A"

This is a purchase money mortgage.

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

see Release Misc Book 53 page 211 (10-18-83) BOOK 426 PAGE 32

CC REC 751 150 1983

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and 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 J. Howard King and wife, Herbie M. King

have hereunto set OUR signatures and seal, this 30th day of December, 1982

J. Howard King (SEAL)
Herbie M. King (SEAL)
HERBIE M. KING (SEAL)
(SEAL)

BOOK 426 PAGE 33

THE STATE of ALABAMA
JEFFERSON COUNTY }

I, Larry L. Halcomb, a Notary Public in and for said County, in said State, hereby certify that J. Howard King, and wife Herbie M. King

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 30th day of December, 1982

THE STATE of COUNTY }

I, My Commission Expires 1/23/86, 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

LARRY L. HALCOMB
ATTORNEY AT LAW
3512 OLD MONTGOMERY HIGHWAY
Return to: HOMEWOOD, ALABAMA 35226

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

EXHIBIT "A"

Part of the South 1/2 of the NE 1/4 of Section 28, Township 19 South, Range 2 West, in Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the SE 1/4 of the NE 1/4 of Section 28, Township 19 South, Range 2 West, in Shelby County, Alabama; thence run West along the South line of said 1/4-1/4 section for 913.94 feet to a point in the center of a creek, said point being the point of beginning of the property herein described; thence 134 degrees 16 minutes right and run Northeasterly for 33.52 feet; thence 61 degrees 16 minutes 30 seconds left and run Northwesterly for 787.62 feet; thence 10 degrees 23 minutes left and run Northwesterly for 412.00 feet to a point on the Southeasterly right-of-way line of Cahaba Valley Road; thence 86 degrees 00 minutes left and run Southwesterly along said right-of-way line for 180.92 feet to the beginning of a curve to the left, said curve having a radius of 5,738.58 feet and a central angle of 1 degree 33 minutes 19 seconds; thence continue Southwesterly along the arc of said curve and along said right-of-way line for 155.77 feet; thence from the chord of the last stated curve turn 102 degrees 43 minutes 32 1/2 seconds left and run Southeasterly for 1,026.65 feet; thence 18 degrees 46 minutes 45 seconds right and run Southeasterly for 196.20 feet to a point on the South line of said 1/4-1/4 section; thence run East along the South line of said 1/4-1/4 section for 27.93 feet to the point of beginning.

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

1983 JAN -3 AM 9:50

Thomas C. Shanderson, Jr.
JUDGE OF PROBATE

Mtg TAX 36.00
Res 4.50
Jud 1.00
41.50