

617
This instrument was prepared by

Telephone 205-663-1130

(Name) DANIEL M. SPITLER
Attorney at Law
(Address) 1972 Chandalar Office Park
Pelham, Alabama 35124



This Form furnished by:

Cahaba Title, Inc.

1970 Chandalar South Office Park
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gary Dean Minnick, an unmarried man

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

James Leon Nix and Betty Joyce Nix

(hereinafter called "Mortgagee", whether one or more), in the sum
of Eighteen Thousand and no/100----- Dollars
(\$ 18,000.00), evidenced by promissory note of even date herewith.

BOOK 426 PAGE 580

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,

Gary Dean Minnick, an unmarried man

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:

A parcel of land located in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows:
Commence at the SW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence run North along the West $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 611.49 feet; thence turn right 90 deg. 00 min. 00 sec. a distance of 559.94 feet to the Northwesterly right-of-way of Alabama Highway #119 and the point of beginning; thence turn left 41 deg. 13 min. 51 sec. along said right-of-way a distance of 100.00 feet; thence turn left 87 deg. 43 min. 02 sec. a distance of 180.20 feet; thence turn left 141 deg. 25 min. 17 sec. a distance of 160.24 feet; thence turn left 38 deg. 34 min. 43 sec. a distance of 58.92 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to all minerals of every kind and character, not owned, including, but not limited to, oil, gas, sand and gravel in, on, and under subject property; and subject to easements, restrictions and rights of way of record.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

The last payment on the note secured by this mortgage is due March 1, 1988 or when Mortgagor sells the above described property, whichever occurs first.

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

Form ALA-35

Daniel M. [redacted] er [redacted] [redacted]

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 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 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 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 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; 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

Gary Dean Minnick, an unmarried man
have hereunto set his hand and seal, this 14th day of January, 1983.
1983 JAN 19 AM 8:43
JUDGE OF PROBATE
31 00
GARY DEAN MINNICK
300
100
31 00

THE STATE of ALABAMA
SHELBY COUNTY
I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Gary Dean Minnick, an unmarried man

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 he executed the same voluntarily on the day the same bears date
Given under my hand and official seal this 14th day of January, 1983.

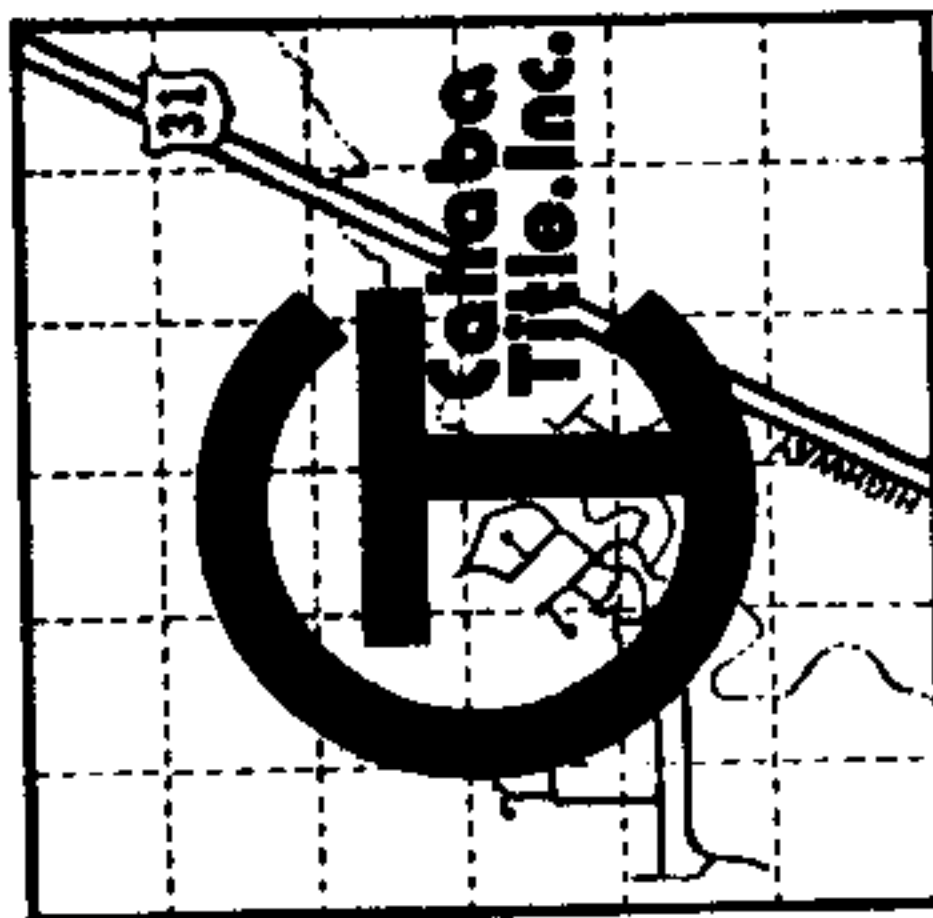
THE STATE of _____ COUNTY }
I, _____, a Notary Public in and for said County, in said State,
hereby certify that

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:
DANIEL M. SPITLER
ATTORNEY AT LAW
1972 Chandler Office Pk.
PELHAM, ALABAMA 35124
TO

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.
1970 Chandler South Office Park
Pelham, Alabama 35124

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