

This instrument was prepared by

(Name) Clifford W. Hardy, Jr.

810

Jefferson Land Title Service Co., Inc.

(Address) 1724 - 3rd Avenue North  
Bessemer, AL., 35020

AGENTS FOR

Mississippi Valley Title Insurance Company

**MORTGAGE**

STATE OF ALABAMA

JEFFERSON

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JANE P. GLENN and husband W. R. GLENN

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

✓ JAMES M. POWERS and wife BARBARA T. POWERS

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

of FIFTEEN THOUSAND & NO/100----- Dollars  
(\$15,000.00), evidenced by note of even date in the amount of \$15,000.00  
Said note being payable at the rate of 10% interest and payable in  
monthly installments of \$198.23 per month commencing February 1, 1983  
and continuing for 10 years.

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,

JANE P. GLENN and husband W. R. GLENN

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 Southwest corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 1, Township 21 South, Range 1 East; thence run North along the West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 438.90 feet to a point on the North R/W line of the Southern Railroad and the point of beginning; thence turn an angle of 70° 09 min. to the right and run along said R/W line a distance of 323.46 feet; thence turn an angle of 101° 32 min. to the left and run a distance of 77.75 feet to a point on the South R/W line of Alabama State Hwy. No. 25; thence turn an angle of 91° 45 min. 07 sec. to the left to the chord of a R/W curve and along said R/W a chord distance of 314.97 feet; thence turn an angle of 56° 51 min. 53 sec. to the left and run a distance of 4.04 feet to the point of beginning. Situated in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 1, Township 21 South, Range 1 East, Huntsville Meridian, Shelby County, Alabama.

to have and hold the above grant of property, into the mortgage, and in witness whereof, I, the undersigned, have hereunto set my hand and seal, this 24 day of January, 1983.

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

JANE P. GLENN and husband W. R. GLENN

have hereunto set our signatures and seal, this 24 day of January, 1983

CERTIFY THIS INSTRUMENT WAS FILED

1983 JAN 25 PM 12:41

Notary Public  
JANE P. GLENN  
Re. 300 W. R. GLENN  
Ind. 100 W. R. GLENN

2650

Thomas A. Shuler, Jr.  
JUDGE OF PROBATE

THE STATE of ALABAMA

COUNTY }

I, Sadie Batton

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

hereby certify that Jane P. Glenn and husband W. R. Glenn

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 24 day of January, 1983

Notary Public.

THE STATE of

COUNTY }

I, Sadie Batton

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

hereby certify that

whose names / are 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 24 day of Jan - 1983

Sadie Batton Notary Public

Return to:  
JANE P. GLENN and husband  
W. R. GLENN

TO

JAMES M. POWERS and wife  
BARBARA T. POWERS

MORTGAGE DEED

Recording Fee \$  
Deed Tax \$

This form furnished by

Jefferson Land Title Service Co., Inc.

BIRMINGHAM, ALABAMA

AGENTS FOR

Mississippi Valley Title Insurance Company