

1847

This instrument was prepared by

(Name) James E. Hill, Jr.

(Address) 819 Parkway Drive, Leeds, Alabama 35094

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

✓ Ricky Willingham and wife Sonya Willingham
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Dayton Wilder and Lula Wilder

(hereinafter called "Mortgagee", whether one or more), in the sum
of Ten Thousand Three Hundred and no/100----- Dollars
(\$ 10,300.00), evidenced by One promissory note of this date in the principal
sum of \$10,300.00, with interest at the simple rate of 10 percent payable
in monthly installments of \$150.00, beginning July 1, 1983.

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,

Ricky Willingham and wife Sonya Willingham

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:

Exhibit "A" attached hereto and made a part hereof.

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

Rt. B-1043

Leeds, Ala. 35094

BOOK 432 PAGE 360

BOOK 432 PAGE 361

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 Ricky Willingham and wife Sonia Willingham have hereunto set OUR signature S and seal, this 27 day of June, 1923
Ricky Willingham (SEAL)
Ricky Willingham
Sonia Willingham (SEAL)
Sonia Willingham (SEAL)
(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 Ricky Willingham and wife Sonia Willingham
whose name 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 27 day of June, 1923, Notary Public.

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

This form furnished by

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

EXHIBIT A

A parcel of land situated in Section 32, Township 17 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 17 South, Range 1 East, Shelby County, Alabama, and run in an Easterly direction and along the true South line of said Section a distance of 35.27 feet to a point; thence deflect $90^{\circ}00'00''$ to the right and run in a southerly direction a distance of 17.36 feet to the accepted Southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 17 South, Range 1 East; Thence deflect $90^{\circ}45'00''$ to the left and run in an Easterly direction a distance of 11.26 feet to the point of beginning of the herein described parcel; thence deflect $40^{\circ}28'00''$ and run in a Northeasterly direction and along the Northwestern right-of-way line of the old Central of Georgia Railroad right-of-way a distance of 321.04 feet to a point; thence turn an interior angle of $100^{\circ}33'00''$ and run to the right in a Southeasterly direction a distance of 51.81 feet to a point on the Northwest right-of-way line of a County Road and a point on a curve, running in a Southwesterly direction, having a central angle of $18^{\circ}52'00''$ left, a radius of 560.89 feet and an arc of 184.67 feet; thence turn an interior angle of $66^{\circ}53'00''$ to the tangent of the last described curve and run to the right in a Southwesterly direction and along the Northwest right-of-way line of said County Road and along the arc of said curve a distance of 184.67 feet to a point; thence tangent to the last described curve run in a Southwesterly direction and continuing along said right-of-way a distance of 88.23 feet to a point; thence turn an interior angle of $133^{\circ}14'00''$ and run to the right in a Westerly direction a distance of 77.88 feet, more or less, to the point of beginning of the herein described parcel; containing 0.29 acres.

Begin at the SE corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, Township 17, South, Range 1 East and run thence North along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 210.0 feet; thence turn an angle of $88^{\circ}16'58''$ to the left and run a distance of 210 feet; thence turn an angle of $91^{\circ}43'02''$ to the left and run a distance of 210 feet to a point on the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an angle of $88^{\circ}16'58''$ to the left and run East along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 210 feet to the point of beginning. Situated in Shelby County, Alabama.

Situated in Section 32, Township 17 South, Range 1 East, and more particularly described as follows: Commencing at the SW corner of the SE $\frac{1}{4}$ -SE $\frac{1}{4}$ of the above described Section 32 for the point of beginning; thence run East along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 11.26 feet to the Central of Georgia Railroad right of way; thence $40^{\circ}28'$ left and northeasterly along said right of way for 300 feet; thence $111^{\circ}11'47''$ to the left for 283.30 feet to the west line of said SE $\frac{1}{4}$ -SE $\frac{1}{4}$; thence $120^{\circ}03'15''$ left and along said west line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 330 feet to the point of beginning.

STATE OF ALA. SHELBY CO.
JULY 1 1933

1933 JUN 28 PM 1:15

Thomas A. Sullivan, Jr.
JUDGE OF PROBATE

Mtg TAX 15.45
Dec 4.50
Int 1.00
20.95