

This instrument was prepared by

(Name) Clayton Realty 363  
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Jefferson Land Title Services Co., Inc.  
316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 378-8020  
BIRMINGHAM, ALABAMA 35201  
AGENTS FOR  
Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA  
S helby COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
Post Welding Supply Co

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
Ora N. Clayton

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Seventy Thousand Dollars & NO/100=----- Dollars  
(\$ 70,000.00 ), evidenced by one promissory note of even date due and payable  
in 14 monthly installments of \$5000.00. Said monthly installments due  
on October 1, 1983 with the ballance due each in monthly installments  
until said sum is paid in full .

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,  
Post Welding Supply Co

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:

Parcel 9, according to the map and plat of Whispering Pines Farms as recorded  
in Map Book 8, Page 125, in the Office of Judge of Probate of Shelby County,  
Alabama, more particularly described as follows:

A parcel of land containing 45.90 acres, more or less, located in the SW-1/4 of  
the SW-1/4, SE-1/4 of the SW-1/4, NW-1/4 of the SW-1/4 and the NE-1/4 of the  
SW-1/4 of Section 12, Township 21 South, Range 5 West, Shelby County, Alabama,  
described as follows: Commence at the Southwest corner of said Section 12 and  
run North 86 degrees 59 minutes East along the South boundary of said Section  
716.76 feet to the point of beginning of this description; thence continue on  
the same line 1166.38 feet to a point on a property line fence; thence run North  
06 degrees 48 minutes West along said fence 1593.62 feet to the intersection  
of the South right of way of Shelby County Highway No. 13; thence run in a westerly  
direction along the curve of said highway right of way subtended by a chord  
bearing North 88 degrees 32 minutes West 1261.95 feet to a point on a property  
line fence; thence run South 09 degrees 39 minutes East along said fence 1700.17  
feet to the point of beginning. In the event of any discrepancy in this metes  
and bounds description and the description as shown in the plat as recorded  
in Map Book 8, Page 125, in the Office of the Judge of Probate of Shelby County,  
Alabama, then in such event the terms of this metes and bounds description  
shall control.

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

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  
Post Welding Supply Co

have hereunto set their signature and seal, this 6th day of September, 1983  
C.D. Adderhold, President Post Welding Supply Co (SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)

THE STATE of Alabama }  
Shelby COUNTY }  
I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that C.D. Adderhold, as president of Post Welding Supply Co

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 6th day of September, 1983  
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

MTG TAX 105.00  
Rec 3.00  
Ind 1.00  
109.00

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

1983 SEP -9 PM 12:10

John A. Shivers, Jr.  
CLERK OF PROBATE

Recording Fee \$  
Deed Tax \$

This form furnished by  
Jefferson Land Title Services Co., Inc.  
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