

This instrument was prepared by

(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,

Fred Bryant, an unmarried man

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

George Hontzas

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

of Twenty Thousand Five Hundred and No/100----- Dollars  
 (\$ 20,500.00 ), evidenced by promissory note of even date herewith.

BOOK 437 PAGE 506

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,

Fred Bryant, 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:

See Exhibit "A" attached hereto for legal description.

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

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

Form ALA-35

✓ Daniel M. Spitler

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

Fred Bryant, an unmarried man

have hereunto set his signature and seal, this 4th day of October, 1983.

*Fred Bryant*  
FRED BRYANT (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 Fred Bryant, 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 4th day of October, 1983.

*Daniel M. Spittler*  
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.

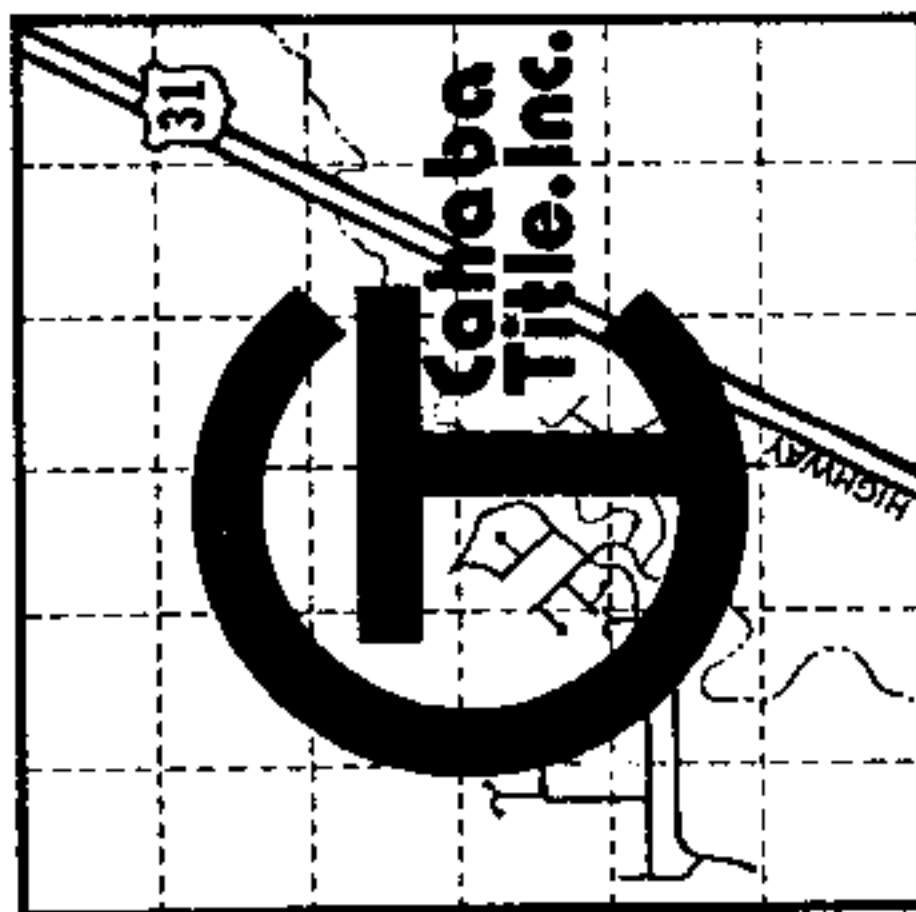
Given under my hand and official seal, this the day of, 19

Notary Public

Return to:  
DANIEL M. SPITLER  
ATTORNEY AT LAW  
1972 Chandalar Office Pk.  
PELHAM, ALABAMA 35124

TO

MORTGAGE DEED



Recording Fee \$  
Deed Tax \$

This form furnished by

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

Representing St. Paul Title Insurance Corporation  
Telephone 205-663-1130

EXHIBIT "A"

Commence at the SW corner of Section 13, Township 22 South, Range 1 West; thence run South along the West line of Section 24, a distance of 70.70 feet to a point on the North R.O.W. line of the L & N Railroad; thence turn an angle of 97 deg. 31 min. 30 sec. to the left and run a distance of 251.31 feet to a point on the North R.O.W. line of the L & N Railroad, thence turn an angle of 15 deg. 38 min. 14 sec. to the left and run a distance of 310.55 feet to a point on the North line of the L & N Railroad R.O.W. and the point of beginning; thence turn an angle of 65 deg. 44 min. to the left and run a distance of 283.49 feet to the South R.O.W. line of a county road, now under construction, thence turn an angle of 87 deg. 58 min. to the right and run along said R.O.W. a chord distance of 337.04 feet; thence turn an angle of 1 deg. 33 min. to the left and run along said R.O.W. a distance of 94.40 feet; thence turn an angle of 2 deg. 10 min. to the left and run along said R.O.W. a chord distance of 66.50 feet; thence turn an angle of 70 deg. 16 min. to the right and run a distance of 63.97 feet to the North R.O.W. line of the L & N Railroad; thence turn an angle of 90 deg. 0 min. to the right and run along said railroad a distance of 581.21 feet to the point of beginning; being situated in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13, Township 22 South, Range 1 West, Shelby County, Alabama.

This property is subject to the statutory rights of redemption as follows:

- (a) In favor of Barbara J. Williams, who owns a life estate, and Judy Darlene Brown, Neal Williams, Lynn Williams and Ramona Williams, who acquired title on May 10, 1980, by deed recorded in Deed Book 326, Page 594, subject to the life estate of Barbara J. Williams, mortgagor, and any other person, firm or corporation having the rights of redemption under the laws of the State of Alabama.
- (b) In favor of the following judgment holders and any other judgments, tax liens or other liens who have the right of redemption, viz:
1. Judgment in favor of Strickland's Department Store recorded in Judgment Book T Page 327, and being filed May 13, 1983.
  2. Judgment in favor of P. T. Food Center filed April 5, 1983, and recorded in Judgment Book T Page 190.
  3. Judgment in favor of Iron & Steel Credit Union filed January 28, 1983, and recorded in Judgment Book S Page 871.
- All of said judgments being against Barbara J. Williams.

Subject to right-of-way and easements of record.

Subject to title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Deed Book 171 Page 512 and Lease from Henry S. Bristow, Jr. and wife, Lilla J. Bristow to Amoco Production Company recorded in Deed Book 327 Page 706 in Probate Office.

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

1983 OCT -6 AM 11:24

*Thomas G. Snowden, Jr.*  
JUDGE OF PROBATE

Mtg Tax 30.75  
Dec 4.50  
Jud 1.00  
36.25