

This instrument was prepared by

(Name) COURTNEY H. MASON, JR.(Address) ALABASTER, ALABAMA

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,

BENJAMIN P. GROCE AND WIFE, CLAUDIA E. GROCE

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

CARL E. WADSWORTH, JEAN P. WADSWORTH, AND BARBARA A. GRAMMER

(hereinafter called "Mortgagee", whether one or more), in the sum
of THIRTEEN THOUSAND SEVEN HUNDRED SIXTY-EIGHT AND 59/100TH----- Dollars
(\$ 13,768.59), evidenced by PROMISSORY NOTE OF EVEN DATE.

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,

BENJAMIN P. GROCE AND WIFE, CLAUDIA E. GROCE

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:

Lot No. 45 as shown on a map recorded in Map Book 5 Page 10 in the Probate Office of Shelby County, Alabama entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller Reg. Civil Engineer on October 5, 1965 and being more particularly described as follows: Begin at the intersection of the northerly right of way line of 3rd Avenue West and the westerly right of way line of Cotton Street, said right of way lines as shown on the Map of the Dedication of the Streets and Easements Town of Siluria, Alabama; thence south-westerly along said right of way line of 3rd Avenue West for 115.00 feet; thence 90 deg. 09 min. 30 sec. right and run northwesterly for 95 feet; thence 89 deg. 50 min. 30 sec. right and run northeasterly for 115 feet to a point on the west line of Cotton Street; thence 90 deg. 09 min. 30 sec. right and run southeasterly along said right of way line of Cotton Street for 95.00 feet to the point of beginning; being situated in Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase price of the herein described property.

Mortgagors covenant to provide mortgagees with evidence that the taxes have been timely paid and that insurance is in effect on the property properly naming the mortgagees as loss payee in said insurance policy.

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

BENJAMIN P. GROCE AND WIFE, CLAUDIA E. GROCE

437 PAGE 742 have hereunto set THEIR signature S and seal, this 10TH day of OCTOBER, 19 83

BENJAMIN P. GROCE (SEAL)
CLAUDIA E. GROCE (SEAL)
STATE OF ALA. SHELBY CO:
I CERTIFY THIS INSTRUMENT WAS FILED (SEAL)

BOOK THE STATE of ALABAMA
SHELBY

1983 OCT 12 PM 1:04

Adg TAX 20.70
3.00
1.00
24.70

COUNTY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, hereby certify that BENJAMIN P. GROCE AND WIFE, CLAUDIA E. GROCE

whose name S 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 10TH day of OCTOBER, 19 83

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.

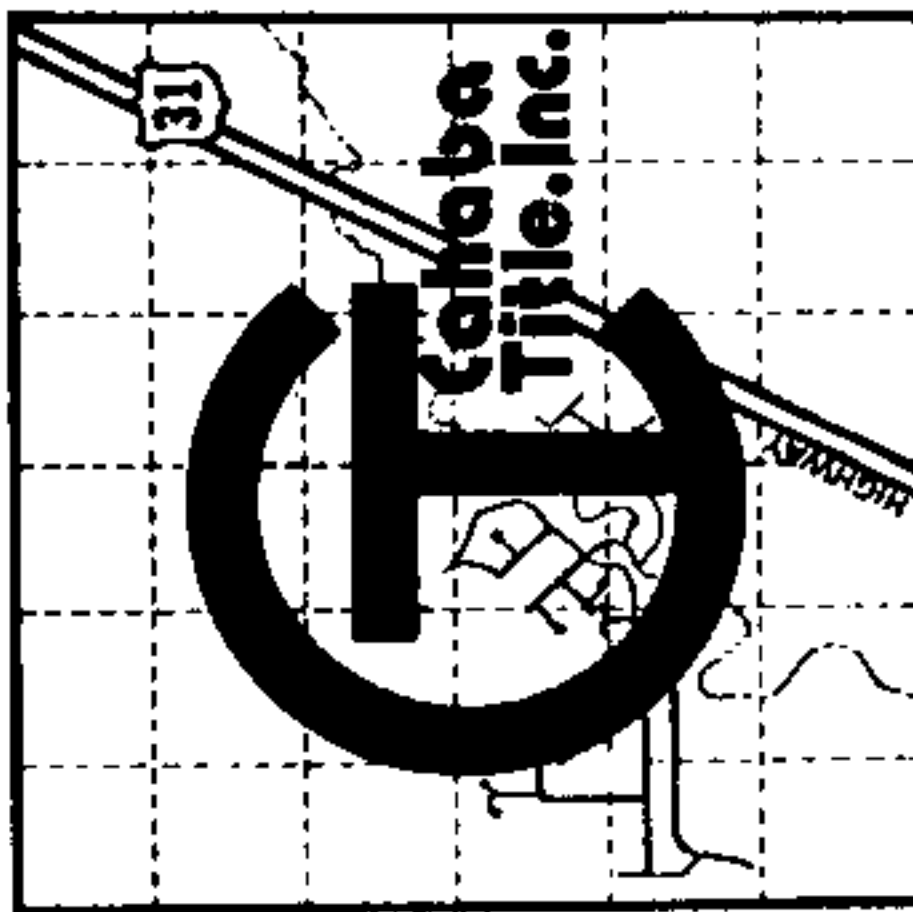
Given under my hand and official seal, this the day of, 19

Notary Public

Return to:

TO

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

1970 Chandalat South Office Park
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

Telephone 205-663-1130