

2046

State of Alabama }
SHELBY County }

Know All Men By These Presents.

That Whereas the undersigned Souil Kelly & Wife Mildred Kelly and Daughter Janet Bradford.
(hereinafter called Mortgagor)

justly indebted to ✓ COLUMBUS FIN. CO. OF CHILDERSBURG, 119 8th Ave. S. W. Childersburg, Alabama 35044
(hereinafter called Mortgagee)

in the sum of \$2340.00 (TWO THOUSAND THREE HUNDRED FORTY AND NO/100 ***** Dollars
evidenced by a promissory note ON

COMMERCE AT THE NE CORNER OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 2 EAST AND RUN THENCE WEST 445 Feet to the P.O.B. thence continue WEST 150 Feet; thence run South 288 feet, thence run East 150 feet; thence run North 288 feet to the P.O.B. Containing 1 Acre More or Less.

Also the grantees reserve the right to ingress and egress to herein conveyed 1 acre across the Grantors Estate.

and whereas the said MORTGAGEE

desirous of securing the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore, in Consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, 7-7-85 the said MORTGAGEE

do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real property situated in SHELBY County, State of Alabama, to-wit:

COMMERCE AT THE NE CORNER OF THE NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 18 South, Range 2 East and run thence West 445 feet to the P.O.B. thence continue West 150 feet; thence run South 288 Feet, thence run East 150 feet; thence run North 288 feet to the P.O.B. Containing 1 acre More or Less

Also the grantees reserve the right of ingress & egress to herein conveyed 1 acre across the Grantors Estate.

Said property is warranted free from all incumbrances and against any adverse claims.

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On Here And To Hold. the above granted premises unto the said Mortgagee, and 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 Mortgagee 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, in some newspaper published at Birmingham, 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, in Birmingham, Ala., 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

have each hereunto set his signature and seal, this 7th day of NOVEMBER 1933

Witnesses:

Walter W. Reynolds

Janet Bradford
Souil Kelley
Mildred Kelly

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF ALABAMA

STATE of ALABAMA
TALLADEGA

1933 NOV 14 AM 11:26

Math 3.60
Rec 3.50
Ind 1.00
8.10

I, BARBARA S. ELLISON

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

hereby certify that THE ABOVE

whose name WAS 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, DID executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of NOVEMBER 19 83

Barbara S. Ellison

As Notary Public

STATE of

County.

I, , a Notary Public in and for said County, in said State, do hereby certify that on the day of , 19 , came before me the within named

known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

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

As Notary Public

SOUIL KELLEY & WIFE MILDRED KELLEY
AND DAUGHTER JANET BRADFORD

TO

COLUMBUS FIN. CO. OF CHILDERSBURG
119 8th Ave. S.W.,
Childersburg, Alabama 35044

MORTGAGE DEED

State of Alabama

County

I hereby certify that the within mortgage was filed for record in this office on the day of 19 at o'clock M. and was duly recorded in Vol. Record of Mortgages, pages and examined.

Judge of Probate.

Mtg. Tax \$
Recording Fee \$
Total \$