

This instrument was prepared by

2382

Return to: Mrs. & Mrs. John K. Lucas  
Rt 1, Box 846  
Cahaba 35040

(Name) Wade H. Morton, Jr., Attorney at Law

(Address) Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-22 Rev. 1-66

**MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama**

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MARK ALLEN COBB and wife, LUCY C. COBB,

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

PATRICIA ANN COBB LUCAS or JOHN K. LUCAS

(hereinafter called "Mortgagee", whether one or more), in the sum of FIFTY FIVE THOUSAND and No/100 ----- Dollars (\$ 55,000.00 ), evidenced by a promissory note of even date repayable according to the terms and at the rate of interest stated therein.

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And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, and any extensions or renewals of the same or any portion thereof and also to secure any and all indebtedness or obligations, direct or contingent, now existing or hereafter owed or due by Mortgagors or either of them to Mortgagees or either of them.  
NOW THEREFORE, in consideration of the premises, said Mortgagors,

MARK ALLEN COBB and wife, LUCY C. COBB,

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:

Commence at the Southwest corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 2, Township 24 North, Range 13 East, Shelby County, Alabama, thence run Easterly along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section for a distance of 303.32' to a point; thence turn an angle of 135 degrees, 50 minutes, 42 seconds to the left and run Northwesterly 39.71' to a point on the North line of a paved public road that is 20.0' in width and the point of beginning of the property hereby conveyed; thence continue along last described course a distance of 217.02' to a point; thence turn an angle of 36 degrees, 51 minutes, 36 seconds to the left and run in a Westerly direction a distance of 194.51' to a point; thence turn an angle of 71 degrees, 53 minutes, 50 seconds to the left and run Southwesterly a distance of 193.35' to a point on the North line of same said road; thence turn an angle of 115 degrees, 14 minutes, 13 seconds to the left and run Easterly along North line of said road a distance of 431.57' to the point of beginning. Containing 1.16 acres and situated in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 2, Township 24 North, Range 13 East, Shelby County, Alabama, according to the survey of Joseph E. Conn, Jr., Alabama Registered Number 9049, dated October 14, 1983.

Subject only to the following liens, encumbrances, limitations and restrictions:

1. Mortgage by the Mortgagees herein to Central State Bank covering that part of the above described real estate that was conveyed to the Mortgagees herein by deed dated April 28, 1977 and recorded in Deed Book 305, at Page 123, in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage constitutes a first lien against that part of the above described real estate and secures an unpaid balance of approximately \$17,811.65.

2. Easement and rights-of-way of record in the Office of the Judge of Probate of Shelby County, Alabama.

Privilege to prepay the indebtedness secured by this mortgage, in whole or in part, is reserved to the Mortgagors without penalty, accrued interest being due and payable only on the unpaid principal balance to the date of prepayment and thereafter interest shall be due and payable only on the unpaid principal balance.

This is a purchase money mortgage securing part of the purchase price for the above described real estate conveyed to Mortgagors by the Mortgagees simultaneously herewith.

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

MARK ALLEN COBB and wife, LUCY C. COBB,  
have hereunto set their signatures and seals this

✓ *Mark Allen Cobb*

10<sup>th</sup> day of November, 1983.

✓ *Mark A. Cobb* (SEAL)

Mark Allen Cobb

(SEAL)

✓ *Lucy C. Cobb*

Lucy C. Cobb

(SEAL)

(SEAL)

1983 NOV 18 PM 1:57

THE STATE of ALABAMA

SHELBY *County*,  
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mark Allen Cobb and wife, Lucy C. Cobb,

whose names 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 10<sup>th</sup> day of November, 1983.

*Mark A. Norton*, Notary Public.

THE STATE of

COUNTY }

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

I, 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

TO

MORTGAGE DEED

Return to:

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE — ABSTRACTS  
Birmingham, Alabama