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This instrument was prepared by	305,	<b>ii</b> i.
(Name) John T. Natter, Atto	rney, Fulford, Pope, Natter, Donovan & Mullins	
(Address) 2326 Highland Avenue	e, Birmingham, AL 35205	,, <u>.,</u>
MORTGAGE LANG TITLE COMPANY OF	ALABAMA, Birmingham, Alabama	
STATE OF ALABAMA COUNTY OF SHELBY	KNOW ALL MEN BY THESE PRESENTS: That Whereas,	
Carroll Arnn	Potter and wife, Patricia S. Potter,	
(hereinafter called "Mortgagora", wheth	her one or more) are justly indebted, to	
Ruth Arnn P	otter	
	(hereinafter called "Mortgagee", whether one or n	nore), in the sur
of Sixty-five Thousand and	no/100	Dollar

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, Carroll Arnn Potter and wife, Patricia S. Potter,

), evidenced by a real estate mortgage note

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in

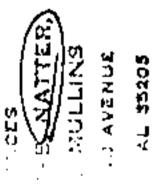
Shelby County, State of Alabama, to-wit:

Lot 2, according to the map and survey of Miller Subdivision, as recorded in Map Book 8, page 135, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The amount of this mortgage has been applied to the purchase price of the property described herein and conveyed to the mortgagor simultaneously herewith.

800K 440 REE 340

(\$ 65,000.00



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

for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or ussessments 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 Mortgages, then the said Mortgages, or assigns, may at Mortgages's option incurs read property for said sum, for Mortsages as because the property of colories to be modeled as said a deblegacing to the first carrier at the contest of the colories. It de-March Street Commence The first of the second of the The arrivation of Montanian and Samuel model for the control of the control of the product of the second of the second of the second of the control of the c signs, 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 Carroll Armn Potter and wife, Patricia S. Potter, have hereunto set their signature S and seal, this 25 day of , 19 83 Carroll Arm Potter (SEAL) This This Per 200 Patricia S. Potter 1583 DEC -6 AH 11: 35 JEFFERSON COUNTY the undersigned Ĩ, , a Notary Public in and for said County, in said State, hereby certify that Carroll Arnn Potter and wife, Patricia S. Potter, 100 W 2019 whose nameS aresigned 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 November day of **, 19** 83: 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 : :

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns for-

RIGAGE I

This form furnished by

LAND TITLE COMPANY OF ALAB.
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

JQ L

Return to:

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