

NAME: R. A. Ferguson, Jr., Attorney at Law

ADDRESS: 331 Frank Nelson Building  
Birmingham, Ala. 35203

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned Lam Bro Developments, Inc. is justly indebted to Edwyn R. Johnson, III and Deborah M. Johnson in the sum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) evidenced by its promissory note dated January 25, 1984

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with/out 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, the undersigned, Lam Bro Developments, Inc.

do, or does, hereby grant, bargain, sell and convey unto the said Edwyn R. Johnson, III & Deborah M. Johnson (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 12, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said 1/4 - 1/4 Section, thence in an Easterly direction, along the South line of said 1/4 - 1/4 Section, a distance of 242.84 feet to the Point of Beginning, thence continue along last described course a distance of 187.33 feet, thence 48 degrees 21 minutes 35 seconds left, in a Northeasterly direction, a distance of 362.21 feet, thence 90 degrees left, in a Northwesterly direction, a distance of 140.0 feet, thence 90 degrees, left, in a Southwesterly direction, a distance of 486.68 feet to the Point of Beginning. All mineral and mining rights excepted.

\$4500.00 of the above recited purchase price is secured by a first mortgage loan closed simultaneously herewith.

Restrictions: Volume 313, Page 51; Alabama Power Right of Way, Volume 271, Page 546.

BOOK 53 PAGE 235

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

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become in any way encumbered by the payment of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any lien or incumbrance be created under the statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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 in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may, deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

Ed Johnson

See release from 5/5/84 - 6/98 - (5-21-84)

BOOK 442 PAGE 705

on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee for said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so ordered, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 25th day of January 19 84

WITNESSES:

1984 JAN 30 AM 10:10  
 Noty. fee - 6.75  
 Rec 3.00  
 Ind. 1.00  
 10.75

*Mitchell Brock* (Seal)  
 Lam Bro Developments, Inc., by its  
 President, Mitchell Brock (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

BOOK 442 PAGE 706

STATE OF

County

General Acknowledgement

I, the undersigned,

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

hereby certify that

whose name signed to the foregoing conveyance, and who known to me, acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of 19

Notary Public.

STATE OF ALABAMA  
 COUNTY OF JEFFERSON

Corporate Acknowledgement

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that *seal* Mitchell Brock whose name as the *seal* President of Lam Bro Developments, Inc., 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 the 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 25th day of January, 1984

*Ralph A. Ferguson*  
 Notary Public

Return to  
 Edcl Johnson  
 502 NUNGO TRAIL  
 ALABASTER, AL 35007

Lam Bro Developments, Inc.

TO

Edwyn R. Johnson, III and

Deborah M. Johnson

**MORTGAGE**

This Form Furnished By  
 ALABAMA TITLE CO., INC.  
 615 North 21st Street  
 Birmingham, Alabama