

THE STATE OF ALABAMA, }

962

Shelby County }

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned Breet H. Bangle and wife Patricia D. Bangle, James A. Thornton and wife Cindy B. Thornton (hereinafter called the Mortgagor) has become justly indebted to H. E. Wills and wife Marie M. Wills (hereinafter called the Mortgagee...) in the sum of Seventeen thousand Five hundred Dollars due by one promissory note of even date herewith and payable according to the terms contained therein.

and whereas, the said H. E. Wills and wife Marie M. Wills desirous of securing the prompt payment of said note when the same falls due, now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said H. E. Wills and wife Marie M. Wills

has bargained and sold, and do hereby grant, bargain, sell and convey unto the said Breet H. Bangle and wife Patricia D. Bangle, James A. Thornton and wife Cindy B. Thornton the following described real estate situated in Shelby County and State of Alabama, to-wit:

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A tract of land located in the North Half of Section 4, Township 21 South, Range 2 West; more particularly described as follows:

Commence at the southeast corner of the Northwest Quarter of Northeast Quarter of Section 4, Township 21 South, Range 2 West, thence northerly along the east line of said Quarter-Quarter Section 111.45 feet, thence 88°22'30" left 246.66 feet, thence 6°41'30" right 137.30 feet, thence 17°22'30" left 361.15 feet, thence 16°36' left 273.62 feet, thence 6°39' left 204.8 feet to the point of beginning of tract of land herein described, thence continue along the last mentioned course 97.25 feet, thence 14°31' right 246.70 feet, thence 18°53'30" right 302.71 feet, thence 7°01' right 88.41 feet, thence 62°09'30" left 299.13 feet, thence 124°18' right 637.83 feet, thence 105°08'58" right 716.29 feet, thence 30°22' right 254.42 feet, thence 25°49' right 249.86 feet to the point of beginning of tract of land herein described.

Containing 9 acres more or less. Sellers reserves 25 ft. right of way on existing road bed.

This is a purchase money mortgage. The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to Mortgagors simultaneously herewith.

This mortgage and the indebtedness hereby secured may not be assumed without the prior written consent of the mortgagee herein, and is due and payable upon any sale or transfer of the subject property. warranted free from all encumbrances and against any adverse claims.

2300 Tetow Rd
B'ham, AL 35216

TO HAVE AND TO HOLD, the above granted premises unto the said mortgagee..., ..heirs and assigns forever, and for the purpose of further securing the payment of said promissory note do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should make default in the payment of same, the said mortgagee... may at..... option pay off the same; and to further secure said indebtedness first above named..... agree... to keep said property insured for at least..... Dollars, loss, if any, payable to said mortgagee... as..... interest may appear, and if..... fail to keep said property insured as above specified, then the said mortgagee... may, at..... option, insure said property for said sum for..... own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said mortgagee... shall become a debt to said mortgagee... additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said mortgagee... and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if the said mortgagor..... pay said note..... and reimburse said mortgagee... for any amounts..... may have expended as taxes, assessments or other charges and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said mortgagee..., or should said note..... or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said mortgagee... or of 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 the said indebtedness shall at once become due and payable, and this mortgage shall 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, after giving..... days, notice, by publication once a week for..... consecutive weeks of the time, place, and terms of sale, by publication in some newspaper published in..... County, and State of Alabama, to sell the same, as a whole or in parcels, in front of the courthouse door, of said last named 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; and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note..... 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 mortgagor.....; and..... further agree that said mortgagee..., agents and assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and..... 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 foreclosed said fee to be a part

of the debt hereby secured.

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Witness our hands and seals this 13th day of March A. D. 1984

WITNESS

Joseph A. Walton

Dianne W. Lezama

Brett H. Bangle (SEAL)

Patricia D. Bangle (SEAL)

James A. Thornton (SEAL)

Cindy B. Thornton (SEAL)

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Breet H. Bangle
Patricia D. Bangle
James A. Thornton
Cindy B. Thornton
TO

H. E. Wills
Merle N. Wills

Mortgage Deed

THE STATE OF ALABAMA

County

I,

Judge of the Probate Court of said County, hereby certify that the foregoing conveyance was filed for registration in this office on the _____ day of _____, 19____, and was recorded

_____ 19____, and was recorded

in Vol. _____ Records of Deeds,

Page _____ on the

_____ days of _____, 19____

Judge of Probate.

Recording Fee, \$ _____

State Tax \$ _____

THE STATE OF ALABAMA, } I, *Jean Hudspeth*

Shelby County

a *Notary Public* in and for said County, in said State, hereby certify that Breet H. Bangle and wife Patricia D. Bangle, James A. Thornton and wife Cindy B. Thornton 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this *13th* day of *March* A. D. 19*84*

Jean Hudspeth
My commission expires 7/12/86

THE STATE OF ALABAMA, } I,

County

a _____ in and for said County, in said State, hereby certify that _____, a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and, being duly sworn, stated that _____, the Grantor voluntarily executed the same in _____ presence, and in the presence of the other subscribing witness, on the day the same bears date; that _____ attested the same in the presence of the Grantor _____, and of the other witness, and that such other witness subscribed _____ name as a witness in _____ presence.

Given under my hand, this _____ day of _____ A. D. 19____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

1984 MAR 19 AM 10:55

JUDGE OF PROBATE

1 1/2% TAX 36.25
Rec 7.00
Jud 1.00
34.25

THE STATE OF ALABAMA, } I,

County

a _____ in and for said County, in said State, hereby certify that on the _____ day of _____ 19____, came before me the within named _____ known to me (or made 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 _____, acknowledged that she signed the same of her own free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this _____ day of _____ A. D. 19____