

This instrument was prepared by

763

(Name) Arthur Green, Jr., Attorney

1722 2nd Ave. North

(Address) Bessemer, Ala.



*Jefferson Land Title Services Co., Inc.*

216 21ST NORTH • P. O. BOX 10481 • PHONE 13051-328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

*Mississippi Valley Title Insurance Company*

**MORTGAGE-**

STATE OF ALABAMA

JEFFERSON

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Charlene Campbell, a single woman  
and Jacqueline Simmons, a single woman

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

Robert K. Hardwick and wife, Cheryl A. Hardwick

(hereinafter called "Mortgagee", whether one or more), in the sum

of - - -Nine Thousand and no/100- - - - - Dollars  
(\$ 9,000.00 ), evidenced by one promissory note of even date herewith, due and payable  
in accordance with the terms and conditions of said note and/or any renewal or extension  
thereof.

BOOK 446 PAGE 871

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,

Charlene Campbell, a single woman and Jacqueline Simmons, a single woman

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:

A parcel of land lying in the Northeast quarter of the Southeast quarter, Section 19,  
Township 20 South, Range 2 East, Shelby County, Alabama, and more particularly  
described as follows:

Starting at the Northwest corner of the said Northeast quarter of the Southeast  
quarter, Section 19, Township 20 South, Range 2 East, run Southerly along the West  
boundary line of said Northeast quarter of the Southeast quarter a distance of 30.0  
feet to an iron marker on the South right of way line of a private road, the point of  
beginning; thence continue Southerly along said west boundary line of said Northeast  
quarter of Southeast quarter a distance of 405.2 feet to an iron marker on said  
west boundary line of said Northeast quarter of the Southeast quarter; thence turn  
an angle of 90 degrees 00 minutes to the left and run easterly 1,290.0 feet to an  
iron marker on the west right of way line of Shelby County Highway #441 (also  
called Yellowleaf-Robinson Public Road); thence run northerly along said west  
right of way line of said Highway 441 a distance of 405.2 feet to an iron marker on  
the said South right of way line of said private road; thence run Westerly along  
said South right of way line of said private road, along a line that is 30.0 feet  
South of, and parallel to, the North boundary line of said Northeast quarter of  
the Southeast quarter, a distance of 1,290.0 feet to the point of beginning.

Mineral and mining rights excepted.

Subject to the following:

1. Right of way to Shelby County, as recorded in Deed Book 256, Page 894.
2. Right of way and flood rights to Alabama Power Company, as recorded in Deed  
Book 241, Page 841.
3. Oil and gas lease, as recorded in Deed Book 329, Page 223.
4. Right of way and rights of Alabama Power Co., as granted by final decree of Condemnation,  
Case L-7-73, dated May 22, 1973, Circuit Court and Case 18-78, Probate Court, Shelby County  
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above. Alabama.

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

Charlene Campbell, a single woman and Jacqueline Simmons, a single woman

STATE OF ALA. SHELBY CO.  
have hereunto set our signatures and seal, this 12<sup>th</sup> day of APRIL, 1934  
INSTRUMENT FILED  
1934 APR 13 AM 11:35  
JUDGE OF PROBATE  
Mtg TAX 13.50  
Doc 3.00  
Ins 1.00  
17.50

THE STATE of Alabama  
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charlene Campbell, a single woman and Jacqueline Simmons, a single woman

whose name 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 12<sup>th</sup> day of April, 1934.

Given under my hand and official seal this 12<sup>th</sup> day of April, 1934.

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

RETURN TO:  
PADEN, GREEN AND PADEN  
ATTORNEYS AT LAW  
P. O. BOX 605  
1722 SECOND AVENUE  
BIRMINGHAM, ALABAMA 35202

TO

MORTGAGE DEED

Recording Fee \$  
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.

316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 378-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company