

This instrument was prepared by

249

(Name) Raymond P. Fitzpatrick, Jr.
(Address) 2015 Second Avenue North
Birmingham, Alabama 35203

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Davis Enterprises and Benny D. Davis (an unmarried man)

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

Gilbert M. Carpenter

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

of Five Thousand and no/100
(\$ 5,000.00), evidenced by Real Estate Mortgage Note.

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,

Davis Enterprises and Benny D. Davis

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 part of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 13, Township 22 South, Range 1 West, described as follows: Beginning at the southwest corner of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ thence northwardly along the West line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 442 feet more or less to a point on the North line of the right of way line of Alabama Mineral Division at Louisville and Nashville Railroad, thence eastwardly along said right of way line to a point on the East line of Church Street as now located, which point is also 25 feet northwardly at right angles to the existing center line of said railroad, thence continue eastwardly along the North line of said railroad right of way to a point on the West line of First Street as now located, which point is 900 feet West of Mile Post 436, thence at right angle with said center line, northwardly a distance of 100 feet to a point, thence westwardly parallel with and 100 feet North of said north right of way line a distance of 305 feet more or less to a point on the East line of Church Street, thence southwardly along the East line of Church Street a distance of 100 feet to the point of beginning, being in Shelby County, Alabama.

This is a purchase money mortgage.

CONWELL & GLOOR

2015 SECOND AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

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

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

have hereunto set his signature and seal, this

24 day of APRIL June, 1984

Benny D. Davis, individually and on behalf of Davis Enterprises

Mtg TAX 7.50
Fee 3.00
Fund 1.00
11.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1984 MAY -4 AM 9:19

THE STATE of ALABAMA
JEFFERSON

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that BENNY D. DAVIS, in the capacities shown above

whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

day of APRIL June 24, 1984
Sherry K. Maxwell 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

Return to: Conwell & Bloom
Carpenter
TO
Davis Enterprises

MORTGAGE DEED

750
400
11.50

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama