

(Name) **Patsy Morris**

(Address) **3201 Lorna Road, B'ham., Al. 35216**

MORTGAGE- AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

COUNTY **SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

H. Albert Awtrey and wife, Rosemarie J. Awtrey, Rudy R. James and wife, Linda Gowland James, Talmadge Edward Jones and wife, Evelyn Virginia Jones

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

✓ **George F. Seier and Page H. Seier**

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

of **Twenty-five and 00/100 Thousand** ----- Dollars
(\$ **25,000.00**), evidenced by **note of even date**

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, **H. Albert Awtrey and wife, Rosemarie J. Awtrey, Rudy R. James wife, Linda Gowland James, Talmadge Edward Jones and wife, Evelyn Virginia Jones**

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:

**See Attached Exhibit "A" which is Incorporated Herein
As If Set Out In Haeo Verba. Parcel "A"**

The borrowers herein may prepay this obligation at any time without penalty.

The borrowers agree to pay a 12% late penalty if payment is more than Ten (10) days in arrears.

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

*RE 4, Box 766
Alabaster, AL 35007*

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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 their signatures and seal, this

day of May 2nd 19 84

[Signature]
[Signature]

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

THE STATE of

COUNTY

See Attached Exhibit "B" for Acknowledgements
Which is Incorporated Herein As If Set Out In
Hæc Verba.

I, _____, 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.

THE STATE of

COUNTY

_____, 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

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Return to:

TO

MORTGAGE DEED

This form furnished by

american title insurance company

2119 - 3RD AVENUE NORTH • BIRMINGHAM, AL 35203 • (205) 254-8080

B.T. 4

EXHIBIT "A"
OF
REAL ESTATE MORTGAGE
TO GEORGE F. SEIER AND PAGE H. SEIER
FROM
H. ALBERT AWTREY and wife ROSEMARIE J. AWTREY,
TALMADGE EDWARD JONES and wife EVELYN VIRGINIA JONES,
RUDY R. JAMES and wife LINDA GOWLAND JAMES

PARCEL A

Commence at the southwest corner of the SE1/4 of the NE1/4 of Section 12, Township 24 North, Range 15 East, thence run east along the south line of said 1/4-1/4 Section as established by the map and survey of Glasscock's subdivision (Spring Creek) as recorded in Map Book 4, page 23, in the Probate Office of Shelby County, Alabama for 1,018 feet, more or less, to an iron pin at the southeast corner of Lot 19, Block 5 of said subdivision; thence turn an angle to the left of 90° 02' 23", more or less, and run north along the east line of said Glasscock's subdivision for 415.50 feet to an iron pin on the east line of Lot 8, Block 9 of said Glasscock's subdivision; thence 89°43'48" right and run east, along an old fence line, for 269.4 feet to a point on the west bank of Lay Lake as it presently exist, and said point being the point of beginning of Parcel "A"; Thence reverse the last stated course and run west, along said old fence line for 269.4 feet to an iron pin; thence 89°43'48" left and run south along the east line of said Glasscock's subdivision for 200.50 feet to an iron pin; thence 90°00'00" left and run east for 52.00 feet to an iron pin; thence 30°00'00" left and run northeasterly for 69.00 feet to an iron pin; thence 85°00'00" right and run southeasterly for 150.5 feet to a point on the west bank of Lay Lake as it presently exist; thence run generally northeasterly along the meanderings of the west bank of Lay Lake to the point of beginning. Containing 52,448.00 square feet, more or less, or 1.2 acres, more or less.

EXHIBIT "B" TO REAL ESTATE MORTGAGE
AWTREY, JAMES, JONES
TO
SEIER

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that H. ALBERT AWTREY and wife ROSEMARIE J. AWTREY whose names are signed to the foregoing, 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 the 2nd day of May, 1984.

My commission expires:

Larry H. Davis
Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RUDY R. JAMES and wife LINDA GOWLAND JAMES, whose names are signed to the foregoing, 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 the 2nd day of May, 1984.

My commission expires:

Larry H. Davis
Notary Public

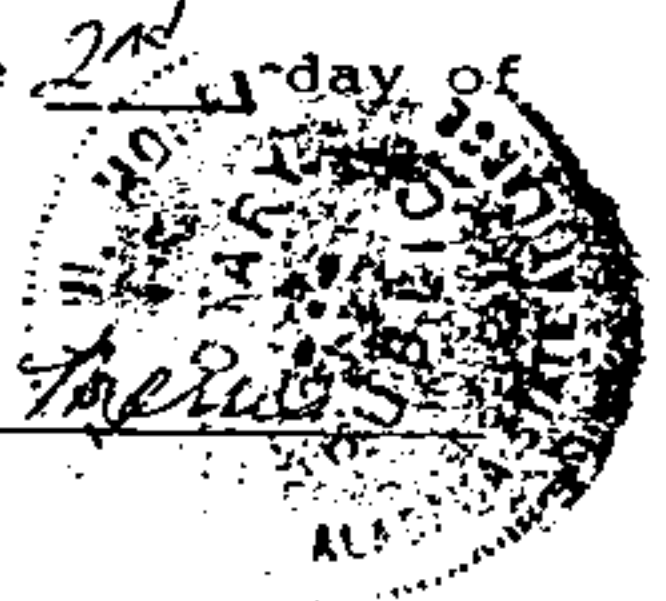
STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TALMADGE EDWARD JONES and wife EVELYN VIRGINIA JONES whose names are signed to the foregoing, 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 the 2nd day of May, 1984.

My commission expires:

Larry H. Davis
Notary Public



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

1984 MAY -7 AM 9:57

Thomas H. Shelton, Jr.
JUDGE OF PROBATE

My Commission Expires Nov. 1, 1986

Mtg TAX 37.50
Rec 8.00
Ind 1.00
#6.50