

THIS INSTRUMENT PREPARED BY:

NAME: GEORGE YOUNG, ATTORNEY
1400 South 21st Street
ADDRESS: Birmingham, Alabama 35205

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

State of Alabama

JEFFERSON COUNTY

Know All Men By These Presents, that whereas the undersigned IVEY L. ROPER and wife INGRID ROPER and RUBY I. ROPER are justly indebted to S.M. WALKER

in the sum of FIFTY THOUSAND and No/100 (\$50,000.00) DOLLARS

evidenced by one promissory note (executed and delivered simultaneously herewith and payable according to the terms thereof)

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with 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, IVEY L. ROPER and wife INGRID ROPER and RUBY I. ROPER do, ~~and~~ hereby grant, bargain, sell and convey unto the said S.M. WALKER (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit: (SEE DESCRIPTION ATTACHED)

THE PROPERTY MADE THE SUBJECT OF THIS SALE IS DESIGNATED AS THE HOMESTEAD OF IVEY L. ROPER AND WIFE INGRID ROPER ONLY.

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 endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed 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-

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 to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, 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 19th day of April 1984

WITNESSES:

Ivey L. Roper (Seal)
IVEY L. ROPER

Ingrid Roper (Seal)
INGRID ROPER

Ruby I. Roper (Seal)
RUBY I. ROPER

_____ (Seal)

STATE OF ALABAMA

Jefferson County

General Acknowledgement

I, the undersigned, GEORGE YOUNG

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

hereby certify that IVEY L. ROPER and wife INGRID ROPER and RUBY I. ROPER

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day

formed 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 19th day of April 1984



Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

I, _____ a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ President 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 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 _____ day of _____, 19____

Notary Public

GEORGE YOUNG

Attorney at Law

Return to 1400 S 21st St.

Birmingham, AL 35025

IVEY L. ROPER and wife INGRID

ROPER and RUBY I. ROPER

TO

S.M. WALKER

MORTGAGE

This Form Furnished By

ALABAMA TITLE CO., INC.

615 North 21st Street

Birmingham, Alabama

PARCEL NO. 1

SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 1 East, Shelby County, Alabama, LESS AND EXCEPT that part thereof which is described as follows: From the SE corner of said Section 24, run North along the East boundary of said Section a distance of 571.14 feet to the point of beginning; thence continue in a straight line a distance of 753.68 feet to a point being the NE corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 24; thence left 91 deg. 01 min. 29 sec. a distance of 301.70 feet; thence left 101 deg. 29 min. 31 sec. a distance of 254.32 feet; thence right 12 deg. 31 min. a distance of 500.00 feet; thence left 90 deg. a distance of 247.37 feet to the point of beginning; and also LESS AND EXCEPT a part thereof which is described as follows: Beginning at the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 24 and run East along the North boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 523.45 feet; thence right 172 deg. 04 min. 29 sec. a distance of 145.86 feet; thence right 10 deg. 55 min. 02 sec. a distance of 379.49 feet to the point of beginning. Such two excepted parcels containing approximately 4.5 acres, leaving in the $\frac{1}{4}$ - $\frac{1}{4}$ Section approximately 35.5 acres, more or less.

PARCEL NO. 2

That part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 1 East, Shelby County, Alabama described as follows: From the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 24 run West along the North boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 301.70 feet to the point of beginning; thence continue in a straight line a distance of 355.06 feet; thence right 172 deg. 04 min. 29 sec. a distance of 126.69 feet; thence left 80 deg. 35 min. a distance of 424 feet, more or less, to the South R.O.W. line of U.S. Highway 280, also known as the Florida Short Route Highway; thence Southeasterly along said R.O.W. line to a point where said R.O.W. line intersects the East boundary of said Section 24; thence South along the said East boundary of said Section 24 to a point which is 155.22 feet North of the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 24; thence right 76 deg. 29 min. a distance of 329.34 feet; thence left 89 deg. 00 min. a distance of 85.68 feet to the point of beginning, LESS AND EXCEPT that part thereof which is occupied by old U.S. Highway 280, a well traveled way.

SUBJECT TO ALL RESTRICTIONS AND EASEMENTS OF RECORD.

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

1984 MAY 14 AM 9:18

Thomas H. [Signature]
JUDGE OF PROBATE

MTG TAX 75.00
Rec 4.50
Jud 1.00
80.50