

This instrument was prepared by

(Name) ✓ JAMES E. ROBERTS, ATTORNEY

(Address) 2230 THIRD AVENUE NORTH, BIRMINGHAM ALABAMA 35203

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY JEFFERSON

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Western Supermarket Management Company

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

Eulene Garrett Traen and Othella Garrett Blackwell

(hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Forty-Four Thousand Four Hundred Ten and 00/100 Dollars (\$ 144,410.00 ), evidenced by a real estate mortgage 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,

Western Supermarket Management Company

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:

Part of the NE1/4 of the NE 1/4, Section 36, Township 19 South, Range 3 West, more particularly described as follows: Begin at the NE corner of the NE1/4 of the NE1/4 of Section 36, Township 19 South, Range 3 West run South 1 degree 15 minutes east 477.5 feet for point of beginning, run north 1 degree 15 minutes west 208.7 feet; thence turn left and run north 64 degrees 30 minutes west for 440.4 feet then turn left and run south 58 degrees 20 minutes west for 302 feet; thence turn left and run south 52 degrees 00 minutes east for 311.5 feet; thence turn left and run to point of beginning. Situated in Shelby County, Alabama.

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101117

This is a purchase money mortgage.

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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 Mortgagee 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

Western Supermarket Management Company

have hereunto set its signature and seal, this 11th day of May, 1984.

WESTERN SUPERMARKET MANAGEMENT COMPANY (SEAL)

*Ken Hubbard* (SEAL)

BY: KEN HUBBARD (SEAL)

ITS: *President* (SEAL)

*Mtg TAX 216.75*  
*Rec*  
*Jud*  
3.00 STATE OF ALA. SHELBY CO.  
1.00 I CERTIFY THIS INSTRUMENT WAS FILED  
220.75  
MAY 14 AM 10:19

THE STATE of

*Thomas P. ...*  
JUDGE OF PROBATE  
COUNTY

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 ALABAMA  
JEFFERSON COUNTY

I, Donna Lyn Patton, a Notary Public in and for said County, in said State, hereby certify that Ken Hubbard

whose name as *President* of Western Supermarket Management Company, 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 11th day of May, 1984. *Donna Lyn Patton* Notary Public

MY COMMISSION EXPIRES August 23, 1984

Return to:

JAMES E. ROBERTS, ESQ.  
2230 THIRD AVENUE NORTH  
BIRMINGHAM AL 35203  
TO  
WESTERN SUPERMARKET MANAGEMENT CO.

EULENE GARRETT TRAEN AND  
OTHELLA GARRETT BLACKWELL

MORTGAGE DEED

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

Birmingham, Alabama

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