

This instrument was prepared by

(Name) Shelley Traylor

2030 1st Avenue North

(Address) Birmingham, Alabama 35203

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

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Bobby Neal Johnson, Sr. AND wife Joyce Ann Johnson

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

Guaranty Federal Savings and Loan Association

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

of Ten thousand six hundred and no/100----- Dollars

(\$ 10,600.00), evidenced by A Note of Even Date

448 PAGE 844

BOOK

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,

Bobby Neal Johnson, Sr. AND wife Joyce Ann Johnson

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:



Commence at the Northeast corner of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 21 South, Range 3 West, and run West along section line a distance of 210.78 feet; thence 88 deg. 59 min. left a distance of 100 feet; thence 0 deg. 04 min. right a distance of 578.80 feet to the point of beginning on the West side of the right of way of the Montevallo-Bessemer Highway; thence continue along said right of way a distance of 160.60 feet; thence 81 deg. 38 min. right a distance of 271.85 feet; thence 98 deg. 22 min. right a distance of 160.60 feet; thence 81 deg. 38 min. right a distance of 271.85 feet to the point of beginning; being situated in Shelby County, Alabama. LESS AND EXCEPT the following described parcel of land: Commence at the Northeast corner of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 21 South, Range 3 West, Shelby County, Alabama, thence westerly along the North line of said Section 192.18 feet to a point, thence 88 deg. 59 min. left 678.80 feet to a point, thence 16 deg. 02 min. right 121.71 feet to the point of beginning of the property being described, thence 11 deg. 31 min. left 140.51 feet to a point, thence 85 min. 38 sec. right 71.0 feet to a point, thence 91 deg. 27 min. right 116.66 feet to a point, thence 74 deg. 10 min. right 82.17 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO: (1) Taxes for the year 1984, a lien, but not due and payable until October 1, 1984. (2) Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 102, Page 297, in Probate Office. (3) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Deed Book 112, Page 607, currently being assessed by Southern Coal & Coke Co. in Probate Office. (4) Right-of-Way granted to Shelby County by instrument recorded in Deed Book 152, Page 174, in Probate Office.

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

Guaranty Federal
Savings & Loan Association

Offices throughout 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 Bobby Neal Johnson, Sr. AND wife Joyce Ann Johnson

have hereunto set their signatures and seal, this 3rd day of February, 19 84

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

1984 MAY 18 AM 8:51

Mtg. tax 15.90
Rec. 3.00
Sub. 1.00
1990
Bobby Neal Johnson (SEAL)
Joyce Ann Johnson (SEAL)
(SEAL)

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

THE STATE of Alabama
Shelby COUNTY

I, _____, a Notary Public in and for said County, in said State, hereby certify that Bobby Neal Johnson, Sr. AND wife Joyce Ann Johnson

whose names 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 3rd day of February, 1984. Given under my hand and official seal this 3rd day of February, 1984.

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:

TO

MORTGAGE DEED

This form furnished by



american title insurance company

2118 - 3RD AVENUE NORTH • BIRMINGHAM, AL. 35203 • (205) 254-8090

B.T. 4