

This instrument was prepared by

1156

(Name) Laura Dee Heslop for First American Bank of Pelham

(Address) P.O. Box 100, Pelham, Alabama 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John C. Smith and Wife Betty J. Smith

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

First American Bank of Pelham

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Seven thousand five hundred dollars and no/100----- Dollars  
(\$ 7,500.00 ), evidenced by an Installment note of even date  
in the principal amount of  
of Seven thousand five hundred  
dollars and no/100---(\$7,500.00)  
plus interest set at a rate of  
16.00% for sixty (60) months.

BOOK 449 PAGE 150

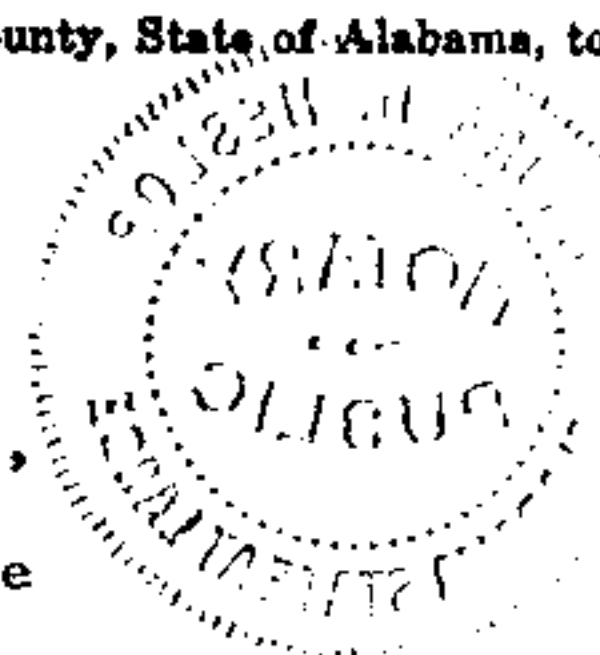
And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

John C. Smith and Wife Betty J. Smith

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 County, State of Alabama, to-wit:

Lot 4, in Block 1, according to the  
Survey of Najaho Hills, First Sector,  
as recorded in Map Book 5, Page 18,  
in the Office of the Judge of Probate  
of Shelby County, Alabama.



To Have And [redacted] the above granted property unto the [redacted] Mortgagee, Mortgagee's successors, heirs, assigns for-  
ever; 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 Mort-  
gagee, 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 Mort-  
gagee, 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 con-  
veyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or as-  
signs, 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 posses-  
sion of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by pub-  
lishing 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 neces-  
sary 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 the STATE SIGNATURES and seal, this

15th day of March, 19 84

I CERTIFY THIS

INSTRUMENT WAS FILED

1984 MAY 23 AM 10:39

X *John C. Smith* (SEAL)  
John C. Smith

X *Betty J. Smith* (SEAL)  
Betty J. Smith, Wife (SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY

I, Laura Dee Heslop, a Notary Public in and for said County, in said State,  
hereby certify that John C. Smith and Wife, Betty J. Smith

whose name as [redacted] 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this  
15th day of March, 19 84

*Laura D. Heslop* Notary Public.  
Laura Dee Heslop

THE STATE of ALABAMA  
SHELBY 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 FROM  
Lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama