

THIS INSTRUMENT PREPARED BY:

215

NAME: William H. Halbrooks, Attorney
Suite 820 Independence Plaza
ADDRESS: Birmingham, AL 35209

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

State of Alabama

JEFFERSON

COUNTY

Know All Men By These Presents, that whereas the undersigned Biltmore Properties, Inc.
AND C. M. Howton
justly indebted to Henry A. Drake

in the sum of Twenty Two Thousand Five Hundred and no/100—DOLLARS
evidenced by A promissory note dated same.

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, mortgagors

do, or does, hereby grant, bargain, sell and convey unto the said Henry A. Drake

(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

PARCEL I:

Lot 7, according to the Survey of Meadow Brook, Second Sector Second Phase as re-
corded in Map Book 7, page 130, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 51 according to the Survey of Meadow Brook Fifth Sector, First Phase
as recorded in Map Book 8, page 109, in the Probate Office of Shelby
County, Alabama.

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; 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, as-
sessments 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 Mort-
gagee 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 in-
dangered 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 Mort-
gagee 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 pub-
lished 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-

Charles H. Huey
B'm 35220

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 10th day of July

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WITNESSES:

Biltmore Properties, Inc.

BY: C. M. Howton (Seal)

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

1984 AUG -3 PH 12: 06

mtg fee - 33.75
Rec 500
Int 100
39.75

C. M. Howton (Seal)

____ (Seal)

____ (Seal)

Thomas A. Shoup, Jr.
JUDGE OF PROBATE

BOOK 453 PAGE 388

STATE OF ALABAMA

JEFFERSON County

General Acknowledgement

I, the undersigned, authority

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

hereby certify that

C. M. Howton

whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of July

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Raymond J. Davis

Notary Public.

STATE OF ALABAMA

COUNTY OF JEFFERSON

Corporate Acknowledgement

a Notary Public in and for said County, in

I, authority

said State, hereby certify that

whose name as President of Biltmore Properties, Inc.

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 10th day of July

19 84

Raymond J. Davis

Notary Public

Return to

TO

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama