

This instrument was prepared by

(Name) DANIEL M. SPITLER  
 Attorney at Law  
 (Address) 108 Chandalar Drive  
Pelham, Alabama 35124

364



This Form furnished by:

**Cahaba Title, Inc.**
 1970 Chandalar South Office Park  
 Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

**MORTGAGE—****STATE OF ALABAMA****SHELBY****COUNTY****KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

ROBERT L. KING and wife, NORMA F. KING,

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

✓ VICTOR SCOTT

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

 of -----TWELVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100----- Dollars  
 (\$ 12,750.00 ), evidenced by Promissory Note of even date herewith.

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,

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:

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 7, Township 22 South, Range 2 West, described as follows: Commence at the Southwest corner of the NW 1/4 of the SW 1/4 of Section 7, and South 81 deg. 30 min. East along the South boundary of said 1/4 1/4 section for 475.00 feet the point of beginning; thence continue along this line for 474.29 feet; thence North 6 deg. 23 min. West for 631.40 feet to the South boundary of Woodland Drive; thence South 83 deg. 35 min. West along this boundary for 140.00 feet to a point on a curve to the left, having a radius of 60.00 feet thence along this curve for 122.46 feet; thence South 20 deg. 32 min. West for 510.83 feet to the point of beginning; being situated in Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

**SUBJECT TO:**

Building setback line of 100 feet reserved from the right of way of road not nearer than 50 feet from side or rear property.

Transmission Line Permit to Alabama Power Company as recorded in Deed Book 126, page 34 in the Probate Office.

Subject to restrictions and covenants contained in the deed.

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

 P.O. Box 172  
 Montevallo, AL 35115

BOOK 453 PAGE 573

See Design Modified 5/8/99 184-(9-10-94)

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 less, 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

have hereunto set their signature

and seal, this 6th day of August, 19 84

STATE OF ALA. SHELBY CO

I CERTIFY THIS

INSTRUMENT WAS FILED

1984 AUG -7 AM 10:12

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY

I, Betty B. Carter the undersigned  
hereby certify that Robert L. King and Norma F. King

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

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 day the same bears date.  
Under my hand and official seal this 6th day of August, 19 84

Betty B. Carter Notary Public.

My Commission Expires July 13, 1985

COUNTY }

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

hereby certify that

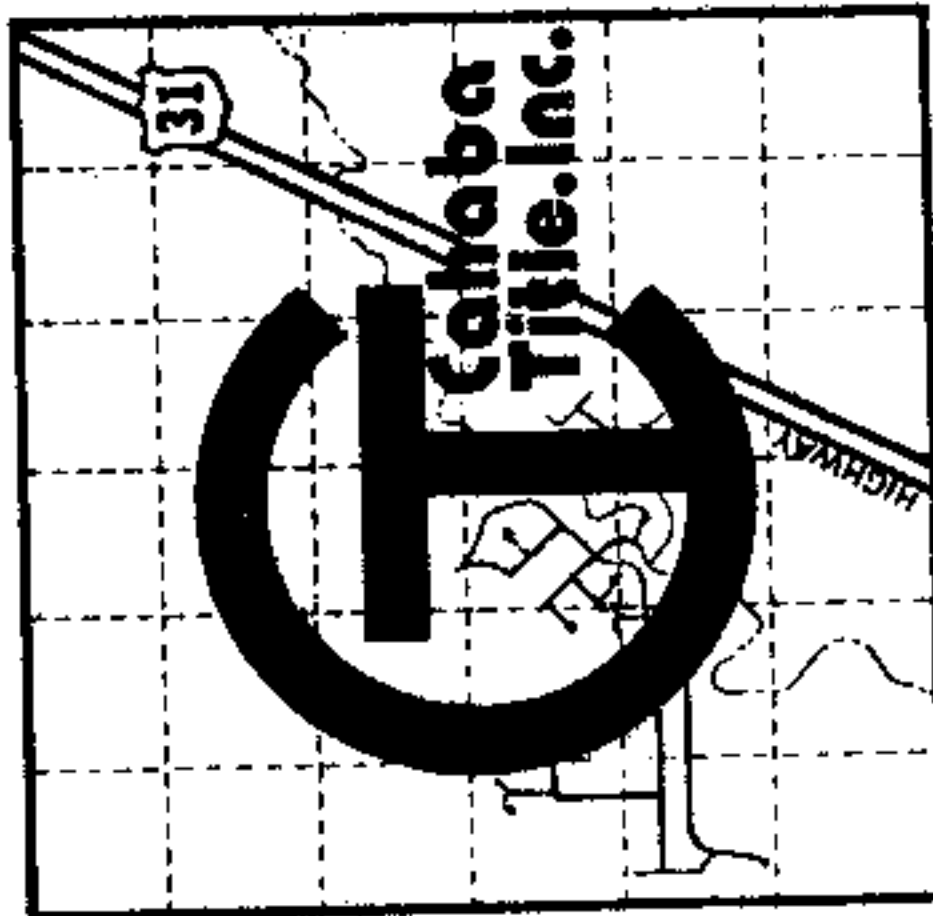
whose name as of  
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that,  
being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily  
for and as the act of said corporation.

Given under my hand and official seal, this the day of , 19

, Notary Public

TO

MORTGAGE DEED



Recording Fee \$  
Deed Tax \$

This form furnished by

**Cahaba Title, Inc.**  
1970 Chandalair South Office Park  
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation  
Telephone 205-663-1130