

(Name) Mike T. Atchison, Attorney at Law ⁷²⁵

(Address) Post Office Box 822, Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James D. Lynch and wife, Juanita B. Lynch

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

Livia H. Hood and Peggy R. Dobbs, or to the survivor of them

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty-Five Thousand and no/100----- Dollars (\$ 25,000.00), evidenced by a real estate mortgage note of even date. It is the intention of the mortgagees herein to create a joint survivorship interest in this mortgage.

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,

James D. Lynch and wife, Juanita B. Lynch

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:

The North half of Lot No. 2 and Lot No. 3 in Block No. 10 of PINE GROVE CAMP according to the survey of the Second Addition to Pine Grove Camp dated September 21, 1959, made by Frank W. Wheeler, Registered Land Surveyor, a map of which survey is recorded in Deed Book 205, Page 197, in the Probate Office of Shelby County, Alabama, being a part of the Southeast Quarter of the Southeast Quarter of Section 12, Township 24 North, Range 15 East, Shelby County, Alabama. EXCEPT minerals and mining rights.

ALSO EXCEPTING those water rights heretofore conveyed to the Alabama Power Company by deed recorded in Deed Book 52, at Page 176, in the Office of the Judge of Probate of Shelby County, Alabama.



✓ Mike T. Atchison
Attorney
P.O. Box 822
Columbiana, AL 35051

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.

James D. Lynch and wife, Juanita B. Lynch

M^o TAX 37.50
 Dec 5.00
 Ind 1.00
43.50

1984 AUG 10 PM 2:43

9th day of August, 19 84
James D. Lynch (SEAL)
James D. Lynch (SEAL)
Juanita B. Lynch (SEAL)
Juanita B. Lynch (SEAL)

SHELBY

JUDGE OF THE COURT

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

hereby certify that James D. Lynch and wife, Juanita B. Lynch

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.

Given under my hand and official seal this 9th day of August, 1984

My commission expired 10/16/84.

Notary Public.

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:

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MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE — ABSTRACTS

Birmingham, Alabama: