

Harrison, Conwill, Harrison & Justice

P. O. Box 557
Columbiana, Alabama 35051

MORTGAGE—

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James Welch^{Jr.} and wife, Dorothy Welch

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

Robert D. Johnson and/or Evelyn Johnson

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty-Four Thousand Five Hundred and no/100----- Dollars (\$ 24,500.00 plus interest as evidenced by promissory note of even date herewith, due and payable in accordance with the terms, conditions and provisions of said note and/or any renewal or extensions thereof.

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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 Welch^{Jr.} and wife, Dorothy Welch

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:

Begin at the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 18 South, Range 2 East; thence run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ 97.0 feet; thence turn Northeasterly an azimuth of 83 degrees 54 minutes 145.0 feet; thence turn Southeasterly an azimuth of 153 degrees 21 minutes 85.0 feet; thence turn Southeasterly an azimuth of 139 degrees 37 minutes 30 seconds 199.18 feet to a point on the Northerly right-of-way of Shelby County Road #55; thence turn Southwesterly along said right-of-way an azimuth of 220 degrees 33 minutes 30 seconds 212.0 feet to the intersection with an old telephone line; thence turn Northwesterly along said telephone line an azimuth of 325 degrees 55 minutes 309.55 feet to the West line of SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence turn North along said West line an azimuth of 0 degrees 00 minutes 20.0 feet to the point of beginning. LESS AND EXCEPT: Begin at the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 18 South, Range 2 East, thence run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section 97 feet to a point; thence turn Northeasterly an azimuth of 83 degrees 54 minutes and run a distance of 101 feet to the point of beginning of the property herein described; thence continue along the last described course a distance of 44 feet to a point; thence turn Southeasterly an azimuth of 153 degrees 21 minutes and run a distance of 85 feet to a point; thence turn Southeasterly an azimuth of 139 degrees 37 minutes 30 seconds 199.18 feet to a point on the Northerly right-of-way of Shelby County Road #55; thence turn Southwesterly along said right-of-way an azimuth of 220 degrees 33 minutes 30 seconds a distance of 10 feet; thence turn right an angle of 99 degrees 4 minutes and run in a Northwesterly direction a distance of 309 feet to the point of beginning of the property herein described.
Situating in Shelby County, Alabama.

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

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 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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

James Welch/and wife, Dorothy Welch

have hereunto set their signature S and seal, this 10th day of August, 1984

I CERTIFY THIS INSTRUMENT WAS FILED

1984 AUG 10 AM 11:11

mtg. fee - 26.75
50.00
1.00
42.75

James Welch, Jr. (SEAL)
Dorothy Welch (SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James Welch/and wife, Dorothy Welch

whose name 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 10th day of August, 1984.

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, 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

Recording Fee \$
Deed Tax \$

This form furnished by
HARRISON, CONWILL, HARRISON
& JUSTICE
P. O. Box 557
Columbiana, Alabama 35051