

This instrument was prepared by

793

(Name).....James O. Standridge

(Address).....P.O. Box 562, Montevallo, Al 35115

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,

JAMES O. BOOTHE SR. and wife, TURA T. BOOTHE

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

DAN L. HOWARD and wife, PATRICIA A. HOWARD

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

of Seventeen Thousand and no/00 ----- Dollars
(\$ 17,000.00), evidenced by Real Estate Mortgage Note Executed by Mortgagors
on even date herewith calling for repayment in 72 equal monthly installments
of \$ 332.35 per month, beginning 15 September 1984. This mortgage is
not assumable, and the note herewith calls for a late charge of 5% for
any payment made later than ten (10) days past payment date.

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 O. BOOTHE SR. and wife, TURA T. BOOTHE

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:

See Description Attached Hereto As Exhibit "A"

BOOK 453 PAGE 904

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 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 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

JAMES O. BOOTHE SR. and wife, TURA T. BOOTHE

have hereunto set their signature S and seal, this 13th day of August, 1984

James O. Boothe Sr. (SEAL)
Tura T. Boothe (SEAL)
____ (SEAL)
____ (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James O. Boothe Sr. and wife, Tura T. Boothe

whose names assigned 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 13th day of August 1984
My Commission Expires 1986 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:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

EXHIBIT "A"

PARCEL I

A parcel of land lying in the N 1/2 of the NE 1/4 of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, and more particularly described as follows:

From the Northeast corner of the NW 1/4 of the NE 1/4 of Section 13, run to the intersection of the Southeast ROW fence of Shelby County Highway # 26 (Elliottsville-Saginaw Road) with the Westernmost faces of the Westernmost collums of the bridges of I-65 for the starting point; thence run Southwesterly along said Southeast ROW line of said Highway # 26 for 53.0 feet to a 3 inch diameter steel fence post at the intersection of the rights-of-way lines of said Highway # 26 with said I-65, the point of beginning; thence continue along said Southeast ROW line of said Highway # 26 along a curve to the left for 285.0 feet to an iron marker in a chert road, called Point "A" on this description; thence continue along a tangent 247.4 feet to an iron marker on the East side of a chert drive; thence turn 44 deg. 14 min. left and run southerly along a rock wall 272.9 feet to the North ROW line of the Seaboard Coast Line-L&N Railroad. Thence Easterly along the North ROW line of the said Seaboard Coast Line-L&N Railroad for 565.0 feet; thence 92 deg. 40 min. left for 52.0 feet to an iron marker; thence 82 deg. 00 min. left for 208.71 feet to an iron marker; thence 13 deg. 30 min. right for 80.48 feet; thence 09 deg. 06 min. right for 84.4 feet to an iron marker; thence 58 deg. 59 min. right for 161.1 feet to an iron marker; thence 08 deg. 14 min. right for 90.1 feet to an iron marker; thence 123 degrees 19 minutes right for 81.6 feet to an iron marker; thence 100 deg. 00 min. left to an iron marker in a chert road, called Point "B" in this description; thence 26 deg. 30 min. right for 152.2 feet to an iron marker on top of a hill near a 3 inch diameter steel fence post at an angle in the ROW fence of I-65; thence 36 deg. 14 min. left along the ROW fence of I-65 for 151.2 feet to the point of beginning.

Said parcel lying in the N 1/2 of the NE 1/4 of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, and containing 3.24 acres, more or less.

LESS AND EXCEPT: A 30 foot wide easement for a road runs concave Northeasterly from Point "A" to Point "B" in this description.

PARCEL II

A parcel of land lying in the NW 1/4 of the NE 1/4, Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, and more particularly described as follows:

From the Northeast corner of the said NW 1/4 of the NE 1/4, Section 13, Township 21 South, Range 3 West, run to the intersection of the Southeast ROW fence of Shelby County Highway # 26 (Elliottsville-Saginaw Road), with the Westernmost faces of the Westernmost collums of the bridges of I-65 for a starting point; thence run Southwesterly along the Southeast ROW line of said Highway # 26 a distance of 286.8 feet to an iron marker on said Southeast ROW of said Highway # 26, the point of beginning; thence continue Southwesterly along said Southeast ROW line of said Highway # 26 a distance of 255.7 feet to an iron marker at the intersection of the said Southeast ROW line of said Highway # 26 with the North ROW line of the Seaboard Coast Line-L&N Railroad; thence run Easterly along said said North ROW line of said Seaboard Coast Line-L&N Railroad a distance of 224.3 feet to an iron marker. Thence turn an angle of 83 degrees 06 minutes to the left and run Northeasterly 135.1 feet to the point of beginning.

Said parcel of land lies in the said NW 1/4 of the NE 1/4 of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, and contains 0.85 acres, more or less.

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 AUG 14 AM 8:37

THOMAS A. HENDERSON, JR.
JUDGE OF PROBATE

Notg. Tax - 25.50
Rec 7.50
1.00

34.00