This instrument was prepared by

DANIEL M. SPITLER

Attorney at Law

(Address) 108 Chandalar Drive

Pelham, Alabama 35124



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

(Name) }

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CHARLES DANIEL WOODS and wife, BARBARA WOODS,

1257

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

ROBERT R. RIDER or wife, INEZ S. RIDER.

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:

Commence at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 22, Township 21 South, Range 3 West and run thence South along the West line of said 1/4 1/4 section 532.65 feet to the point of beginning of the lot herein conveyed; thence run East and parallel with the North line of said 1/4 1/4 section a distance of 654.73 feet; thence run South and parallel with the West line of said 1/4 1/4 section a distance of 210 feet; thence run West and parallel with the North line of said 1/4 1/4 section a distance of 654.73 feet to the West line of said 1/4 1/4 section; thence run North along the West line of said 1/4 1/4 section; thence run North along the West line of said 1/4 1/4 section a distance of 210 feet to the point of beginning; being situated in Shelby County, Alabama.

## SUBJECT TO:

Trasmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 151, page 122 and Deed Book 221 page 653 in Probate Office.

Right-of-Way granted to Shelby County by instrument recorded in Deed Book 245 page 274 in Probate Office.

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 possessien 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 se	t our sign	STATE OF ALA. SHE I CERTIFY T INSTRUMENT WA  1984 OCT 23 AM	LBY Charles Danie HIS SFILMATERIA WOOD	Wunder	1984. FEES	-
THE STATE of SHELBY I, bereby certify and	t Charles	COUNTY  ersigned  Daniel Woods and	Mine Reco a Notary i wife, Barbaranda TOT	AT. S.	S.OO suid County, in sa	
that being inform		its of the conveyance	they executed the sam	, P <sub>T</sub> ,	Notary Pu	ars date.
whose name as a corporation, is being informed o for and as the act	signed to the f f the contents of t of said corporat	of such conveyance, he,	of nd who is known to me as such officer and with day of	e, acknowledged bet	fore me, on this cecuted the same vo	day that, oluntarily
•		DEED			furnished by	dalar South Office Park Im, Alabama 35124 Paul Title Insurance Corporation

Telephone 205-863-1130

Recording Fee \$

Return to: