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THIS INSTRUMENT PREPARED BY:

NAME: Martha Grace Cottingham

ADDRESS: Rt. 1 Box 244 Brierfield, Al. 35035

MORTGAGE

State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned Willie C. Goldsmith & Jessie, his wife justly indebted to H & H Const. Co., Inc.

in the sum of Five thousand three hundred fifty-five dollars and eighty four cents (\$5355.84) evidenced by a promissory note Dated October 24, 1984 with 48 consecutive monthly installments of \$111.58 each.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, November 28, 1984

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Willie C. Goldsmith and Jessie, his wife do, or does, hereby grant, bargain, sell and convey unto the said H & H Const. Co., Inc. (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

A part of Block "H" of Ellis' Addition to East Montevallo, Alabama according to the unrecorded map and plat of said Ellis' Addition, dated October 1, 1914, and prepared by George Jacob Davis, Jr., Civil Engineer, and which part of said Block "H" hereby conveyed is described as follows, to-wit: Beginning at the Northernmost intersection of Selma and Ellis Street, running thence in a northerly direction along the margin of Selma Street a distance of one hundred (100) feet to the point of beginning, thence continue in a Northerly direction a distance of eighty-four (84) feet, thence Easterly and perpendicular to Selma Street a distance of one hundred forty (140) feet, thence Southerly a distance of eighty-four (84) feet, more or less, thence Westerly a distance of one hundred forty (140) feet to the point of beginning. Said part of said Block "H" also being described as follows, to-wit: Beginning at the Northernmost intersection of Selma Road and Ellis Street go North 0 degrees 00 minutes West along the margin of Selma Road 100.00 feet to the point of beginning of the lot herein conveyed; thence continue along this line 84.00 feet; thence North 87 degrees 00 minutes East for 140.00 feet; thence South 0 degrees 00 minutes East 78.24 feet; thence South 84 degrees 46 minutes West 140.10 feet to the point of beginning, according to survey of said part by Floyd Atkinson, Registered Land Surveyor No. 1352, dated November 15, 1971.

Said property is warranted free from all incumbrances and against any adverse claims.

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TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

Form: 385(2/68)

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H&H CONSTRUCTION COMPANY

Route 1, Box 244

GRIERFIELD, ALABAMA 35035

on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the day of 19

WITNESSES:

X Dan L. Howard
Witness signs here

X Ralph W. Hill
Witness signs here

X William C. Goldsmith (Seal)
Husband signs here

X Jessie M. Goldsmith (Seal)
Wife signs here

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 NOV -1 AM 8:58

TRANSFER AND ASSIGNMENT

Alabama County
For value received the undersigned hereby transfers, assigns
and conveys unto all
right, title, interest, powers and options in, to and
under the within Mortgage from
to
as well as to the land described therein and the indebtedness
secured thereby.
In witness whereof the undersigned ha hereunto set
hand and seal, this day of

Signed, sealed and delivered
in presence of

Witness

Notary Public

(SEAL)

(SEAL)

STATE OF Alabama
COUNTY OF Shelby

PROOF BY SUBSCRIBING WITNESS

I, Jerry M. Killingsworth a Notary Public in and for said County, in
said State, hereby certify that Dan L. Howard & Ralph W. Hill
a subscribing witness to the foregoing Mortgage, known to me, appeared before me this day,
and, being sworn, stated that the within named Grantor(s) voluntarily executed the same in
his presence, and in the presence of the other subscribing witness (all being informed of
the contents of the Mortgage) on the day the same bears date; that he attested the same in
the presence of the Grantor(s) and the other witness, and that such other witness subscribed
his name as a witness in his presence.

Given under my hand, this 24th day of October 19 84.



NOTARY SIGNS
HERE

X Jerry M. Killingsworth
Notary Public

Return to
H. H. GORDON, JR., INC.
P.O. Box 241
Birmingham, AL 35205

TO

MORTGAGE

STATE OF ALABAMA,

County.

Office of the Judge of Probate

Judge of Probate