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**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,

Lonnie Hyde and wife, Karen Hyde

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

Billy Ray Coates

(hereinafter called "Mortgagee", whether one or more), in the sum of Twelve Thousand Five Hundred Fifty and no/100----- Dollars (\$12,550.00 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.

If the Mortgagee has not received the full amount of any monthly payments by the end of ten (10) calendar days after the date it is due, Mortgagor will pay a late charge to the Mortgagee. The amount of the charge will be five (5%) of the overdue payment of principal and interest. Mortgagor will pay this late charge promptly but only once on any late payment.

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,

Lonnie Hyde and wife, Karen Hyde

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 Southeast corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama; thence run Westerly along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  a distance of 699.42 feet to the point of beginning of the property herewith described; thence continue along last described course a distance of 784.29 feet to a point on the East right-of-way line of Interstate Highway Number 65 (I-65); thence turn an angle of 119 degrees 33 minutes 40 seconds to the right and run Northeasterly along said right-of-way a distance of 470.20 feet to a point on the South right-of-way line of an Alabama Power Company right-of-way; thence turn an angle of 60 degrees 06 minutes 20 seconds to the right and run Easterly along the said right-of-way line of Alabama Power Company a distance of 547.57 feet to a point; thence turn an angle of 90 degrees 20 minutes 0 seconds to the right and run Southerly a distance of 409.46 feet to the point of beginning. Property being situated in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama, containing 6.22 acres and marked at each corner with a steel rebar pin.

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*RMH*

ALSO, an easement for ingress and egress from the East line of the above described property to the Northwest right-of-way line of Shelby County Highway #35 lying on the North side and parallel to the following described line: Commence at the Southeast corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama; thence run Westerly along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  a distance of 699.42 feet; thence turn an angle of 90 degrees to the right and run North 324.41 feet to the point of beginning of the line herein described; thence turn an angle of 90 degrees to the right and run East a distance of 268.54 feet; thence turn an angle of 34 degrees 52 minutes to the right and run Southeasterly 390.73 feet, more or less, to a point on the Northwest right-of-way line of Shelby County Highway #35 and the ending point of the line herein described. Situated in Shelby County, Alabama.

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

*Harrison, Conwill*

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 amount, 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

Lonnie Hyde and wife, Karen Hyde

have hereunto set our signatures and seal, this 16th day of November, 1984

*Lonnie Hyde* (SEAL)  
 Lonnie Hyde  
*Karen Hyde* (SEAL)  
 Karen Hyde  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (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

Lonnie Hyde and wife, Karen Hyde  
 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 16th day of November, 1984

*William R. Justice* 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 \_\_\_\_\_

Mortgage Tax	\$ 1890	Notary Public
Deed Tax		
Mineral Tax		
Recording Fee	500	
Index Fee	100	
TOTAL	\$ 2490	

STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS INSTRUMENT WAS FILED  
 1984 NOV 16 AM 10:44  
*Thomas A. Shouder, Jr.*  
 JUDGE OF PROBATE

Recording Fee \$  
 Deed Tax \$  
 This form furnished by  
 HARRISON, CONWILL, HARRISON  
 & JUSTICE  
 P. O. Box 557  
 Columbiana, Alabama 35051

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TO

MORTGAGE DEED