

Harrison, Conwill, Harrison & JusticeP. O. Box 557
Columbiana, Alabama 35051**MORTGAGE--**

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ronald Lee Byrd and wife, Martha Ann Byrd

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

Ruth Albright Edmondson and husband, Leo W. Edmondson

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty Thousand and no/100----- Dollars (\$20,000.00 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.

There shall be no penalty for prepayment.

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,

Ronald Lee Byrd and wife, Martha Ann Byrd

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:

A tract of land located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West, more particularly described as follows: Consisting of the East 866.15 feet of the South 123.5 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West, and the East 866.15 feet of the North 480 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West. ALSO a parcel of land described as: Commence at the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West, thence South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 480 feet; thence turn right 94 degrees 11 minutes for 866.15 feet to the point of beginning; thence turn right 85 degrees 49 minutes and run North along the West line of the 12 acre tract described above for 30 feet; thence turn left 85 degrees 49 minutes and run West parallel with the Westward extension of the South line of said 12 acre tract described above for 1174.02 feet; thence turn right 85 degrees 49 minutes and run North parallel with the West line of said 12 acre tract described above for 15 feet; thence turn left 85 degrees 49 minutes and run West parallel with the Westward extension of the South line of the 12 acre tract described above for 683.4 feet to the centerline of Shelby County Highway # 107; thence turn left and run South along the centerline of Shelby County Highway #107 for 60 feet; thence turn left and run East parallel with the Westward extension of the South line of the 12 acre tract described above for 683.4 feet; thence turn right 85 degrees 49 minutes and run South parallel with the Southward extension of the West line of the 12 acre tract described above for 15 feet; thence turn left 85 degrees 49 minutes and run East parallel with the Westward extension of the South line of the 12 acre tract described above for 1174.02 feet; thence turn left 94 degrees 11 minutes and run North along the Southward extension of the West line of the 12 acre tract described above for 30 feet to the point of beginning. Situated in Shelby County, Alabama.

LESS AND EXCEPT the parcels which are attached on Exhibit "A".

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

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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 Mortgagee 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
Ronald Lee Byrd and wife, Martha Ann Byrd

have hereunto set OUR signature S and seal, this 14th day of November, 19 84
Ronald Lee Byrd (SEAL)
Martha Ann Byrd (SEAL)
(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 Ronald Lee Byrd and wife, Martha Ann Byrd
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 14th day of November, 19 84
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
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

EXHIBIT "A"

PROPERTY EXCEPTED ON MORTGAGE FROM RONALD LEE BYRD and wife, MARTHA ANN BYRD TO RUTH ALBRIGHT EDMONDSON and husband, LEO W. EDMONDSON

Commence at the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West; thence South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 270 feet to the point of beginning, continue 210 feet along same line; thence turn right 94 degrees 11 minutes for 210 feet; thence turn right 85 degrees 49 minutes for 210 feet; then turn right 94 degrees 11 minutes for 210 feet to the point of beginning.

Commence at the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West, thence South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 480 feet; then turn right 94 degrees 11 minutes for 446.15 feet to the point of beginning, continue 210 feet along the same line; thence turn right 85 degrees 49 minutes for 210 feet; then turn right 94 degrees 11 minutes for 210 feet; thence turn right 85 degrees 49 minutes for 210 feet to the point of beginning.

Commence at the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West; thence South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 480 feet; then turn right 94 degrees 11 minutes for 656.15 feet to the point of beginning, continue 210 feet along the same line; thence turn right 85 degrees 49 minutes for 210 feet; then turn right 94 degrees 11 minutes for 210 feet; thence turn right 85 degrees 49 minutes for 210 feet to the point of beginning. Situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:

BY: Ronald Lee Byrd
Ronald Lee Byrd

BY: Martha Ann Byrd
Martha Ann Byrd

RECORDING FEES	
Mortgage Tax	\$ 30.00
Deed Tax	
Notaral Tax	
Recording Fee	7.50
Index Fee	1.00
TOTAL	\$ 38.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 NOV 20 PM 3:21

Thomas J. [Signature]
JUDGE [Signature]

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