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This instrument was prepared by

(Name) Calvin B. Watts

(Address) 3324 Independence Drive, Birmingham, Alabama 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David B. Greer, an unmarried man

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

Jean C. Collum

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

of Nine thousand four hundred and no/100----Dollars

Dollars

(\$ 9,400.00 ), evidenced by A Real Estate Mortgage Note

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,

David B. Greer, an unmarried man

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:

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Lot #115, as shown on a map entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965 and being more particularly described as follows: Begin at the intersection of the Easterly right of way line of the L & N Railroad and the Southerly right of way line of 1st Avenue, said right of way lines as shown on the Map of the Dedication of the Streets and Easements, Town of Siluria, Alabama, thence Southeasterly along said right of way line of 1st Avenue for 69.79 feet; thence 88 degrees 51 min. 09 seconds right and run Southwesterly for 108.00 feet; thence 89 degrees 53 minutes 24 seconds right and run Northwesterly for 91.53 feet to a point on the Easterly right of way line of L & N Railroad; thence 101 degrees 20 minutes 27 seconds right and run Northeasterly along said right of way line of L & N Railroad for 111.71 feet to the point of beginning.

This conveyance is subject to easements and restrictions of record.

Mortgagors and Mortgagees acknowledge and agree that this mortgage is second and subordinate to that certain mortgage executed by Mortgagees to Central State Bank, as recorded in Real Volume 385, Page 865, in the Office of the Judge of Probate of Shelby County, Alabama. The Mortgagees herein covenant with the Mortgagors herein to pay such principal and interest payments as may be due from time to time on the Mortgagees' promissory note secured by the first mortgage hereinabove referenced as may be necessary in accordance with the terms of said Mortgagees' promissory note and the Mortgagees herein shall provide to Mortgagors evidence of Mortgagees' payment of such first mortgage note payments in the form of their paid and cancelled check or paid receipt following the due dates of such payments as they from time to time are paid.

The Mortgagors reserve the right, in the event mortgagees shall default in making the principal and interest payments under the Mortgagees' first note and mortgage, to advance the necessary funds direct to such first mortgage to correct such default and all such funds advanced shall be credited against the Mortgagors next payments due on the Mortgagors' promissory note secured by this mortgage.

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

Jean C. Collum

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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 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 David B. Greer, an unmarried man

have hereunto set his signature and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 85  
David B. Greer (SEAL)  
\_\_\_\_\_  
(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 David B. Greer, an unmarried man

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date. \_\_\_\_\_ day of FEBRUARY 1985  
\_\_\_\_\_ Notary Public



\_\_\_\_\_, 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

STATE OF ALABAMA, SHELBY CO. Notary Public  
I CERTIFY THIS INSTRUMENT WAS FILED

1985 MAR 13 AM 10:46

Thomas W. Thompson, Jr.  
JUDGE OF PROBATE

MORTGAGE DEED

TO

RECORDING FEES	
Mortgage Tax	\$ 14.10
Deed Tax	
Mineral Tax	
Recording Fee	5.00
Index Fee	1.00
TOTAL	\$ 20.10

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203

Return to: