

(Name) Joe Adaway

(Address) Westover, AL

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ronald Lee Adaway, an unmarried man

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

Joe Adaway and wife, Jerry Adaway

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

of ----Three Thousand and No/100----- Dollars  
(\$ 3,000.00 ), evidenced by

One Promissory Note of even date herewith in the amount of Three Thousand (3,000) dollars and payable as outlined in said note.

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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 Adaway, 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:

A parcel of land containing 1.0 Acre, more or less, located in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 23, Township 19 South, Range 1 East, Shelby County, Alabama, described as follows:

Begin at the NW corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section:  
Thence run East along the North line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 330.0 feet.

Thence turn right 91 degrees 32' 30" a distance of 132.06 feet:  
Thence turn right 88 degrees 27' 30" a distance of 330.0 feet to the west line of said section 23.

Thence turn right 91 degrees 32' 30" a distance of 132.06 feet to the point of beginning.

Also, an easement 30 feet wide, for the purpose of ingress, egress and utilities, between the above described and the public road, 15 feet on each side of the following described centerline.

Commence at the SE corner of the above described parcel:

Thence run west along the south line of said parcel a distance of 15 feet to the point of beginning of said centerline:

Thence turn left 88 degrees 27' 30" a distance of 186.76 feet to the northwesterly right-of-way of Old Highway 280 and the end of said centerline.

VS & ME 1-11-69

VS & ME 1-11-69

THE ABOVE NAMED MORTGAGOR, RONALD LEE, IS ONE AND THE SAME AS THE RONALD LEE ADAWAY SIGNED ON THIS DOCUMENT. HIS CORRECT NAME IS RONALD LEE ADAWAY.

✓ F.N.P.C.

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

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, and this mortgage be subject to foreclosure as now 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

Ronald Lee, an unmarried man

have hereunto set his signature and seal, this 21st day of March, 1984

Witness - Richard Adaway

Ronald L. Adaway (SEAL)

Ronald Lee (SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY

I, the undersigned  
hereby certify that

Ronald Lee, 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.

Given under my hand and official seal this 21st day of March, 1984  
Notary Public.

THE STATE of ALABAMA  
SHELBY COUNTY

I, HELEN HARRISON PHILLIPS  
hereby certify that Ronald Lee Adaway

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 21st day of March, 1984

Helen Harrison Phillips (SEAL)  
Notary Public

My Commission Expires October 4, 1986

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
Re Recorded  
1984 AUG -1 PM 3:27

Thomas A. Shivers, Jr.  
JUDGE OF PROBATE  
Rec 500  
Ind 1.00  
6.00

MORTGAGE DEED

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1984 JUL 24 PM 3:24

Thomas A. Shivers, Jr.  
JUDGE OF PROBATE  
Rec 500  
Ind 1.00  
6.00

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
Re Recorded  
1985 MAR 19 PM 3:42

Thomas A. Shivers, Jr.  
JUDGE OF PROBATE  
Rec 500  
Ind 1.00  
6.00

THIS FORM FROM  
Leggers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

Return to: