

(Name) John F. De Buys, Jr.

(Address) 2100 16th Avenue South, Birmingham, AL 35205

Form 1-1-22 Rev. 1-68

**MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama**

**STATE OF ALABAMA**

**COUNTY** Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

George Haley, a married man and George Haley, Jr., an unmarried man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to The Alfred Sheldon Noble Family Trust

023 233

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

of **FORTY THOUSAND AND NO/100----- Dollars**

(\$40,000.00), evidenced by one promissory note of even date herewith, said note more particularly describing the terms and conditions.

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,

George Haley, a married man and George Haley, Jr., 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:

For legal description see attachment affixed hereto and made a part hereof as Exhibit "A". and set out herein as if the same had been set out in this place in full.

Subject to existing easements, restrictions, set back lines, rights of way, limitations, if any, of record.

It is understood and agreed that the mortgagee herein shall upon request by the mortgagors subordinate this mortgage to a mortgage or mortgages not to exceed the total amount of fifty thousand and no/100 dollars (\$50,000.00), said mortgage or mortgages to be used to construct or erect a building or home on the property and subsequent thereto to permanently finance said improvements. A condition precedent to granting the above said subordination shall be a title insurance policy in favor of the mortgagee insuring that this mortgage shall be subject to and second only to the mortgage or mortgages referred to above, the construction mortgage securing a maximum obligation of fifty thousand and no/100 dollars (\$50,000.00) and a permanent mortgage replacing said construction loan securing a maximum of fifty thousand and no/100 dollars (\$50,000.00).

This mortgage is not assumable without prior consent from the mortgagee. It is specifically agreed that in the event default be made in payment of principal, interest, or any other sums payable under the terms and provisions of said mortgage to which this mortgage is subordinated, the mortgagee herein shall have the right without notice to anyone, but shall not be obligated, to make good such default by paying whatever amounts may be due under the terms of said mortgage so as to put the same in good standing, and any and all payments so made, together with interest thereon from date of payment, shall be added to the indebtedness secured by this mortgage, and the same, with interest thereon, shall be immediately due and payable, at the option of the mortgagee, and this mortgage subject to foreclosure in all respects as provided by law and by the provisions hereof.

*Carley & Donces*

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 Mortgagor, Mortgagor'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 Mortgagor may at Mortgagor'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 Mortgagor, with loss, if any, payable to said Mortgagor; and if Mortgagor's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagor; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagor, then the said Mortgagor, or assigns, may at Mortgagor's option insure said property for said sum, for Mortgagor's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagor 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 Mortgagor, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagor or assigns for any amounts Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor, 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 Mortgagor, 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 Mortgagor 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

George Haley, a married man and George Haley, Jr., an unmarried man

have hereunto set their signatures and seal, this 1st day of April, 1985

George O. Haley

(SEAL)

George O. Haley, Jr.

(SEAL)

(SEAL)

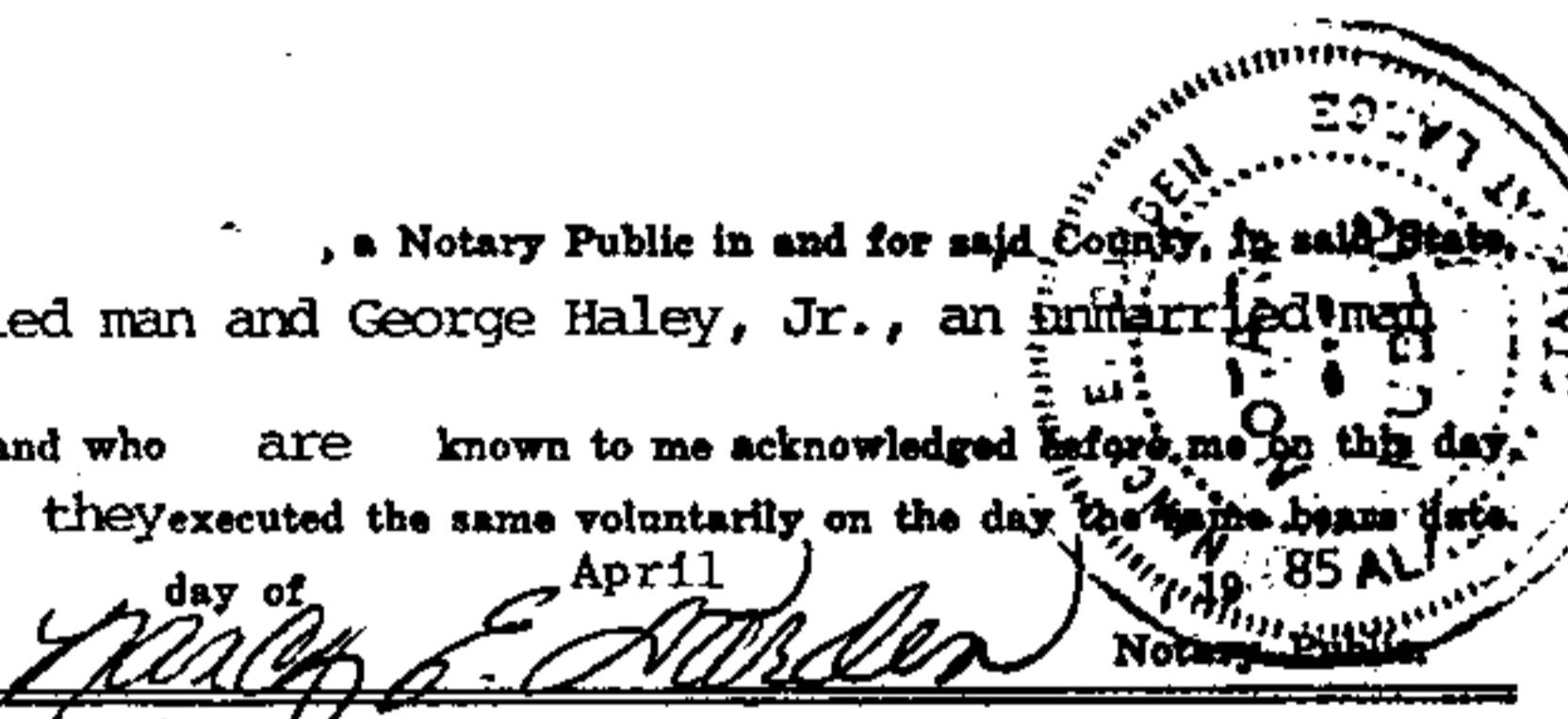
(SEAL)

THE STATE of Alabama }  
Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George Haley, a married man and George Haley, Jr., an unmarried man

whose name 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 1st day of April



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, 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

, Notary Public

TO

MORTGAGE DEED

Return to:

THIS FORM FROM  
Buyers Title Insurance Corporation  
Title Guarantees Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

Part of the SW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows: From the northeast corner of the SW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West run westerly along the north boundary line of said 1/4 1/4 section 220.29 feet more or less, to a point on the southeast right of way line of U. S. 31 Highway as now located; thence run southwesterly along the southeast right of way line of said U. S. 31 Highway for a distance of 553.65 feet (Deed 554.7 feet) to the point of beginning; thence continue along said southeast right of way line for a distance of 185.00 feet; thence turn an angle to the left of 115 deg. 16 min. 32 sec. and run in an easterly direction for a distance of 558.59 feet, more or less, to a point on the East line of said SW 1/4 of the NE 1/4; thence turn an angle to the left of 91 deg. 55 min. 13 sec. and run in a Northerly direction along said East line of SW 1/4 of NE 1/4 for a distance of 170.55 feet; thence turn an angle to the left of 88 deg. 27 min. 45 sec. and run in a Westerly direction for a distance of 473.9 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

023 mg 235  
023 mg 235

Mortgage from George Haley and George Haley, Jr.  
to The Alfred Sheldon Noble Family Trust

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

1985 APR -8 AM 9:48

*Thomas A. Shoultz, Jr.*  
JUDGE OF PROBATE

*Mtg. tax - 60<sup>00</sup>*  
*Rec 750*  
*Adv 1<sup>00</sup>*  
*68<sup>50</sup>*