

This Instrument Prepared By:  
 DANIEL M. SPITLER  
 Attorney-at Law  
 108 Chandalar Drive  
 Pelham, Alabama 35124

MORTGAGE

STATE OF ALABAMA )

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY )

That, Whereas,

ALAN J. SWINDALL

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

AMSOUTH BANK, N.A., a national banking institution,

(hereinafter called "Mortgagee", whether one or more), in the sum of THREE HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$395,000.00), evidenced by Promissory Note of even date herewith. Said Promissory Note is due and payable six (6) months from date of this Mortgage except that the Mortgagor has two (2) six (6) month options to renew the Promissory Note secured with this Mortgage so that the maximum length of time this Mortgage can run with two (2) renewals is eighteen (18) from date.

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, 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:

Begin at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West; run thence in an Easterly direction along the North line of said Quarter-Quarter Section for a distance of 581.26 feet; thence turn an angle to the right of 124 degrees, 45 minutes, 58 seconds and run in a Southwesterly direction for a distance of 118.87 feet; thence turn an angle to the right of 14 degrees, 20 minutes and run in a Southwesterly direction for a distance of 185.03 feet; thence turn an angle to the left of 10 degrees, 25 minutes and run in a Southwesterly direction for a distance of 408.04 feet; thence turn an angle to the left of 4 degrees, 18 minutes and run in a Southwesterly direction for a distance of 300.88 feet; thence turn an angle to the left of 0 degrees, 56 minutes and run in a Southwesterly direction for a distance of 334.98 feet; thence turn an angle to the right of 56 degrees, 41 minutes, 35 seconds and run in a Westerly direction for a distance of 1,877.96 feet to a point on the Southeasterly right-of-way line of Cahaba Valley Road; thence turn an angle to the right of 120 degrees, 07 minutes, 27 seconds and run in a Northeasterly direction along the Southeasterly right-of-way line of Cahaba Valley Road for a distance of 1,233 feet to a point on the North line of the Southeast Quarter of Section 6, Township 19 South, Range 1 West; thence turn an angle to the right of 59 degrees, 54 minutes, 16 seconds and run in an Easterly direction along the North line of said Quarter for a distance of 1,492.47 feet to the point of beginning.

**SUBJECT TO:**

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 124 Page 516 in Probate Office of Shelby County, Alabama.

Right-of-Way granted to Shelby County by instrument recorded in Deed Book 135 Page 53 in Probate Office of Shelby County, Alabama.

*Daniel M. Spitzer*

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The property herein described does not constitute the homestead of the mortgagor. Mortgagor has other property which does constitute his homestead.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

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 of said Mortgagee or assigns, additional to the debt hereby specifically 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 thereby secured.

IN WITNESS WHEREOF the undersigned has hereunto set his signatures and seals, this 10th day of May, 1985.

 (SEAL)  
Alan J. Swindall

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STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alan J. Swindall, 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 10th day of May, 1985.



*Donna G. Speaks*

Notary Public

My Commission Expires: 1/15/86

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1985 MAY 16 PM 4:34

*Thomas G. Swindall*  
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$592.50
Deed Tax	
Mineral Tax	
Recording Fee	7.50
Index Fee	1.00
TOTAL	\$601.00

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