

1894  
This instrument prepared by

(Name) Jane M. Martin, Asst. V. P. Loan Adm.

(Address) Shelby State Bank, P. O. Box 216, Pelham, Al. 35124

Form 1-1-22 Rev. 1-44

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Dorothy C. Johnson, an unmarried woman

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum of -----Seven Thousand Seven Hundred Sixty-seven and 70/100-----Dollars (\$ 7,767.70 ), evidenced by her note of even date

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BOOK

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, Dorothy C. Johnson, an unmarried woman

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 part of the E 1/2 of NE 1/4 of Section 23, Township 20 South, Range 3 West, and a part of the SW 1/4 of NW 1/4 of Section 24, Township 20 South, Range 3 West, more particularly described as follows: From the Southeast corner of NE 1/4 of NE 1/4 of Section 23, run North along East line of said 1/4-1/4 Section 182 feet; thence turn an angle of 29 deg. 32 min. to left and run 330 feet to the point of beginning of land herein described; thence turn an angle of 89 deg. 06 min. to left and run 515 feet along Southeast line of Oates property to the center line of Buck Creek; thence run up Buck Creek in a Southeasterly direction along the center line and the meanderings of said Buck Creek to a point on said center line that is 318 feet, more or less, in a Northerly direction from the intersection of Peavine Creek and Buck Creek; thence run in an Easterly direction 490 feet, more or less, to a point which point is 247 feet, more or less, North of Peavine Creek and 90 feet West of the center line of the L & N Railroad; thence run Northwesterly, parallel to and 90 feet West of the center line of said L & N Railroad 705 feet, more or less, to the point of beginning. EXCEPTING a lot 180 feet wide by 210 feet deep in Northeast corner of said parcel sold to Willie Viars and wife, by lease sale contract dated July 21, 1959 and recorded in the Probate Office of Shelby County, Alabama, in Deed Book 214, page 102. LESS AND EXCEPT that portion of caption lands sold to Birmingham Steel Erectors, Inc. as conveyed by deed recorded in Deed Book 303, page 476, in said Probate Office; and also, LESS AND EXCEPT that portion of caption lands as sold to Donna Miller, a married woman, by corrective deed recorded in Deed book 303, page 478, in said Probate Office.

Situated in Shelby County, Alabama.

This is a first mortgage

SHELBY STATE BANK

P. O. Box 216

PELHAM ALA 35124

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 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

Dorothy C. Johnson, an unmarried woman

have hereunto set my hand and seal, this

and seal, this

26th day of September

, 19 85

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

1985 OCT -4 AM 8:39

mtg. - 1170  
Rec. 500  
Ind. 100  
17.70

X Dorothy C. Johnson (SEAL)  
Dorothy C. Johnson, an unmarried woman (SEAL)  
(SEAL)  
(SEAL)

THE STATE of Alabama

Shelby

COUNTY

I, the undersigned authority  
hereby certify that

Dorothy C. Johnson, an unmarried woman

, a Notary Public in and for said County, in said State,

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 are executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of September

, 19 85

Helen Jane Cobb Notary Public.

THE STATE of

COUNTY

I,  
hereby certify that

, a Notary Public in and for said County, in said State,

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

Return to:

Dorothy C. Johnson

TO

Shelby State Bank  
P. O. Box 216  
Pelham, AL. 35124

MORTGAGE DEED

THIS FORM FROM  
Buyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama