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KNOW ALL MEN BY THESE PRESENTS:

KENNETH R. BARNES and wife, SUZANNE B. BARNES

JAMES R. BEATTY and wife, VIOLET M. BEATTY or to the survivor thereof

And, Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

Part of the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 18, Township 18 South, Range 4 West, Jefferson County, Alabama being more particularly described as follows: From the Southeast corner of the SW 1/4 of NE 1/4 of said Section 18, run in a Westerly direction along the South line of said 1/4 1/4 Section for a distance of 879.58 feet to the point of beginning, said point also being the Southwest corner of Lot 21, Fan Road First Sector, as recorded in Map Book 22 page 18 in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division; thence continue along last mentioned course for a distance of 431.79 feet; thence turn an angle to the right of 81 deg. 04 min. and run in a Northwesterly direction for a distance of 253.00 feet to a point on a curve to the right, said curve being concave in a Northwesterly direction and having a central angle of 62 deg. 20 min. 30 sec. and a radius of 50 feet; thence turn an angle to the right and run in an Easterly and Northeasterly direction along the arc of said curve for a distance of 54.40 feet to the end of said curve; thence turn an angle to the right and run in a Southeasterly direction along a line radial to last mentioned curve for a distance of 369.94 feet to a point on the Southwest line of Lot 22 of the above mentioned subdivision; thence turn an angle to the right of 45 deg. 01 min. 30 sec. and run in a Southeasterly direction along the Southwest line of said Lot 22 and 21 of said subdivision for a distance of 183.43 feet, more or less, to the point of beginning. Also being known as Lot 56, according to the survey of Fan Road Subdivision, Second Sector, Phase I, as recorded in Map Book 23 page 29 in the Probate Office of Jefferson County, Alabama, Bessemer Division; being situated in Jefferson County, Alabama.

Mineral and mining rights excepted.

SUBJECT 10:
Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Real Volume 351 page 624 in Probate Office of Jefferson County, Alabama.
Restrictions, covenants and conditions as set out in instrument recorded in Real 357 page 697 and Real 426 page 775 in Probate Office of Jefferson County, Alabama.

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 have hereunto set his/her/their signature(s) and seal(s), this 27th day of September, 1985.

Kenneth R. Barnes (SEAL)
Kenneth R. Barnes

Suzanne B. Barnes (SEAL)
Suzanne B. Barnes

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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 Kenneth R. Barnes and wife, Suzanne B. Barnes, whose names 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 27th day of September, 1985.

(NOTARIAL SEAL)


Notary Public

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

1985 OCT 18 AM 10:14


JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ 69.00
Deed Tax	
Mineral Tax	
Recording Fee	7.50
Index Fee	1.00
TOTAL	\$ 77.50

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