

This instrument was prepared by

(Name) ⁴⁶⁷ Wallace, Ellis, Head & Fowler, Attorneys

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-55

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

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Joe L. Tidmore and Charles O. Tidmore

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

William Homer Panter, Willa Mae Panter Whatley, and Mary Louise
Panter Brown Chapman

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

of SEVENTY THOUSAND AND NO/100

Dollars

(\$ 70,000.00), evidenced by one promissory Real Estate Mortgage Note, of this date, in the amount of \$70,000.00, together with interest on the unpaid portion thereof from date at the rate of 10% per annum, payable in 10 annual installments of \$7,000.00 as principal, plus the accrued interest, payable on the 6th day of each December of each year after date, commencing December 6, 1986, until said sum is paid in full.

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,

Joe L. Tidmore and Charles O. Tidmore

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:

All that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 21 South, Range 1 West, lying East of Shelby County Road No. 26.
Also, all that part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 21 South, Range 1 West, lying East of Shelby County Road No. 26 and North of Shelby County Road No. 70.
All being situated in Shelby County, Alabama.
Minerals and mining rights excepted.

In the event the mortgagors sell any of the timber growing on the hereinabove described property before the indebtedness secured by this mortgage is paid and satisfied in full, mortgagors agree to pay to the mortgagees all of the proceeds derived from any sale of the timber in satisfaction of the principal indebtedness secured hereby and accrued interest. Any timber cut and sold by the mortgagors in connection with the construction of any roadways or drives on the hereinabove described property is not to be considered a timber sale for the purpose of this agreement and mortgage.

Mortgagors shall be entitled to partial releases of the mortgaged real property as follows:
(a) The mortgaged real property fronting on Shelby County Highway 70 shall be released from the terms of this mortgage on the basis of \$2,000.00 per acre. In the event any portion of the hereinabove described property fronting on Shelby County Highway 70 is to be released in a parcel size of less than one acre, said parcel will be released from the terms of this mortgage upon the payment of \$2,000.00 per parcel;
(b) All of the other real property encumbered by the terms of this mortgage will be released by the mortgagees on the basis of the payment of \$1500.00 per acre.
(c) All payments by the mortgagors to the mortgagees for the partial release from the terms of this mortgage of any portion of the hereinabove described property shall be made in addition to the regular, annual payments due under the terms of this mortgage and the executed promissory real estate mortgage note.

Mortgagors shall have the right to prepay, at any time, all or any portion of the above described indebtedness, without penalty, by paying such amount of prepayment, plus the accrued interest as of such prepayment date.

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Said property is warranted free from all incumbrances and 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; 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 Joe L. Tidmore and Charles O. Tidmore

have hereunto set OUR signature S and seal, this 6th day of December, 19 85

Joe L. Tidmore (SEAL)
(Joe L. Tidmore)

Charles O. Tidmore (SEAL)
(Charles O. Tidmore)

(SEAL)

THE STATE of ALABAMA
SHELBY

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe L. Tidmore and Charles O. Tidmore

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 6th day of December 1985

Conrad M. Jones Notary Public
NOTARY PUBLIC
SHELBY COUNTY, ALABAMA

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

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

1985 DEC -6 PM 2:24

Thomas A. Snowden, Jr.
JUDGE OF PROBATE
RECORDING FEES

Mortgage Tax \$ 105.00
Deed Tax
Mineral Tax 5.00
Recording Fee 1.00
Index Fee
TOTAL \$ 111.00

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

Birmingham, Alabama

MORTGAGE DEED

TO

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