

(Name) James O. Standridge(Address) P. O. Box #1, Montevallo, Alabama 35115

Form 1-1-22 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, AlabamaSTATE OF ALABAMACOUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JAMES N. GUTHRIE and CARPENTER & GUTHRIE, INC.

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

BERT HOLMAN BAGLEY & wife, PAMELA BELL BAGLEY

(hereinafter called "Mortgagee", whether one or more), in the sum of Fifteen-thousand five-hundred & 00/100 (\$15,500.00)----- Dollars (\$ 15,500.00), evidenced by that certain Real Estate Mortgage Note executed on even date herewith

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,

JAMES N. GUTHRIE and CARPENTER & GUTHRIE, INC.

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:

29
052
Book 28
A lot or parcel of land lying in the NW 1/4 of the SW 1/4 of Section 9, Township 24 North, Range 12 East, located in the J. E. Bozeman's map or survey in Deed Book 14, at page 239 in the Office of the Judge of Probate of Shelby County, Alabama, being more specifically described as follows: From the SW corner of Lot 9, Block 1 of the J. E. Bozeman's map recorded in Deed Book 14, at page 239, run South 89 deg. 36 min. East on and along the North right-of-way line of Birmingham Street 890 feet to the point of beginning; from the beginning point thus established, continue to run East on and along the North right-of-way line of said Birmingham Street 92 feet to a point; thence run North 01 deg. 30 min. East 250 feet to a point; thence run 89 deg. 36 min. West 92 feet to a point; thence run South 01 deg. 30 min. West 250 feet to the point of beginning; lying and being situated in the NW 1/4 of the SW 1/4 of Section 9, Township 24 North, Range 12 East, located in the J. E. Bozeman survey of map of the Town of Wilton, Shelby County, Alabama.

The mortgaged premises are subject to the lien of the following described mortgage: Mortgage from Bert H. Bagley to Marvin Hall, dated December 29, 1980, in the amount of \$12,000.00, and recorded in Mortgage Book 408, at page 895 in the Probate Office of Shelby County, Alabama.

Mortgagor covenants and agrees to comply with all of the terms and provisions of said senior mortgage (except the requirement to make the payments of principal and interest thereon); and upon compliance by Mortgagor with the terms and provisions contained in said senior mortgage and contained herein; Mortgagee will pay the installments of principal and interest from time to time due under said senior mortgage in accordance with its terms to the extent of the payments received on the note secured hereby.

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 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 publication 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

JAMES N. GUTHRIE and CARPENTER & GUTHRIE, INC.

have hereunto set our signatures and seal, this 3rd day of December, 1985
STATE OF ALA. SHELBY CO. *Mtg. W 2325 James N. GUTHRIE* (SEAL)
I CERTIFY THIS *5.00* (SEAL)
INSTRUMENT WAS FILED *1.00* (SEAL)

1985 DEC -9 AM 9:18

CARPENTER & GUTHRIE, INC.

2925 by *Donald N. Guthrie* (SEAL)
Its *Vice President* (SEAL)

Donald N. Guthrie
THE STATE of Alabama }
Shelby COUNTY }

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

hereby certify that JAMES N. GUTHRIE

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 3rd day of December, 1985
Deesha H. Ginn Notary Public

THE STATE of Alabama }
Shelby COUNTY }
I, *the undersigned* *Deesha H. Ginn* Notary Public

hereby certify that Donald N. Guthrie

whose name as Vice-President of CARPENTER & GUTHRIE, INC. 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 3rd day of December, 1985

Deesha H. Ginn, Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation

Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama