

(Name) ✓ James O. Standridge, Attorney

Post Office Box 1

(Address) Montevallo, Alabama 35115

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Charles Oliver Tidmore and wife, Beverly Joyce Tidmore

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

James G. Alston and wife, Carol L. Alston

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

(\$ 62,885.00), evidenced by a real estate mortgage note of even date.

BOOK 066 PAGE 594

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,

Charles Oliver Tidmore and wife, Beverly Joyce 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:

PARCEL 2:

West Half of SW 1/4 of NE 1/4 of Section 19, Township 21 South, Range 1 East, Shelby County, Alabama.

PARCEL 3:

East Half of SW 1/4 of NE 1/4; Section 19, Township 21 South, Range 1 East, SE 1/4 of NE 1/4, and part of the NE 1/4 of SE 1/4 of Section 19, Township 21 South, Range 1 East, described as follows: Begin at a point on the East and West Median Line of said Section 19, which point is 450 feet West of the East boundary line of Section and run in a Southeasterly direction 300 feet more or less, to a point on the North side of Mardis Ferry Road, which point is 426 feet measuring along the road in a Westerly direction from its intersection with East line of Section; thence Northeasterly along road 426 feet, more or less, to East line of Section; thence North along East line of Section to NE Corner of NE 1/4 of SE 1/4; thence West along North line of above forty to point of beginning.

EXCEPTING highway right of way.

EXCEPTING that portion sold to Johnnie F. Wood and wife, Jo Dean Wood as described in Deed Book 268, Page 742, in Probate Office of Shelby County, Alabama, described as follows: Commence at the Northeast corner of the NE 1/4 of SE 1/4, Section 19, Township 21 South, Range 1 East (corner set by James H. Seal, Reg. L. S. 2684, January 24, 1970) and run South along the East boundary line of Section 19 line a distance of 81.79 feet to a point on the Northwest 40-foot right of way line of Shelby County Highway #30; thence turn an angle of 62 degrees 25 minutes to the right and run in a Southwesterly direction along the said right of way line a distance of 199 feet to point of beginning; thence continue along said right of way line a distance of 183.0 feet to a point; thence turn an angle of 94 degrees 50 minutes to the right and run in a Northwesterly direction a distance of 288.20 feet to a point on the South boundary line of the SE 1/4 of NE 1/4; thence turn and angle of 66 degrees 19 minutes to the left and run West along the said South boundary line a distance of 130.0 feet to a point; thence turn an angle of 100 degrees 40 minutes to the right and run in a Northeasterly direction a distance of 343.0 feet to a point; thence turn an angle of 74 degrees 29 minutes to the right and run in an Easterly direction a distance of 172.0 feet to a point; thence turn an angle of 76 degrees 52 minutes to the right and run in a Southeasterly direction a distance of 555.32 feet to the point of beginning. Said parcel of land is lying in the NE 1/4 of SE 1/4 and SE 1/4 of NE 1/4. Section 19, Township 21 South, Range 1 East.

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 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

Charles Oliver Tidmore and wife, Beverly Joyce Tidmore

have hereunto set our signature S and seal, this 1st day of April, 1986

*Charles O. Tidmore* (SEAL)

Charles Oliver Tidmore (SEAL)

*Beverly Joyce Tidmore* (SEAL)

Beverly Joyce Tidmore (SEAL)

THE STATE of Alabama

Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles Oliver Tidmore and wife, Beverly Joyce Tidmore

whose name S 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 1st day of April, 1986

Notary Public.

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

Notary Public

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 APR -2 PM 3:12

JUDGE OF THE COURT

TO

MORTGAGE DEED

1. Deed Tax \$ 94.35  
2. Mig. Tax 5.00  
3. Recording Fee 1.00  
4. Indexing Fee 1.00  
TOTAL 100.35

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

Birmingham, Alabama

Return to: