



# JEFFERSON TITLE CORPORATION

This instrument was prepared by P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

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## MORTGAGE—

STATE OF ALABAMA  
 SHELBY

COUNTY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Harwood Beard, a married man

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

Ahmed Earl Casey

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

of Twenty One Thousand and no/100th----- Dollars  
 (\$ 21,000.00 ), evidenced by promissory note of even date.

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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,

Harwood Beard, A MARRIED MAN

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 N1/2 of Fraction "B" of Section 12, Township 24 North, Range 12 East, described as follows: Beginning at a point on the line between R. M. Bean and H. F. Moody on the West side of a neighborhood road leading from the highway known as the Montgomery and Montevallo road, to the D. H. Mitchell place, running along said neighborhood road South 210 feet; thence in a Southwesterly direction 215 feet; thence North to said line between R. M. Bean and H. F. Moody, 210 feet; thence East 215 feet to the point of beginning; being situated in Section 12, Township 24 North, Range 12 East being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Mortgagors shall provide Mortgagee with a copy of a fire and hazard insurance policy on or before April 2nd of each year. Mortgagors shall provide Mortgagee with a paid tax receipt by December 1st of each year. Failure to comply with the above requirements within the time specified shall constitute a default under the terms of this mortgage.

*Courtney Mason*

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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.

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