

THIS INSTRUMENT PREPARED BY:

49

NAME: ROBERT R. SEXTON, Attorney at Law
1600 City Federal Building
ADDRESS: Birmingham, Alabama 35203
MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY

COUNTY

Know All Men By These Presents, that whereas the undersigned CHARLES D. BROOKS and wife, KAREN M. BROOKS justly indebted to RALEIGH B. KENT, JR.

in the sum of Ten Thousand and No/100 (\$10,000.00)-----DOLLARS

evidenced by one promissory note of even date

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, CHARLES D. BROOKS and wife, KAREN M. BROOKS

do, or does, hereby grant, bargain, sell and convey unto the said RALEIGH B. KENT, JR.

(hereinafter called Mortgagee) the following described real property situated in Shelby

County, Alabama, to-wit:
The NW 1/4 of the NW 1/4 of Section 24, Township 19 South, Range 1 East, situated in Shelby County, Alabama.

LESS AND EXCEPT The Southwest 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 19 South, Range 1 East, Shelby County, Alabama, (a 2" capped pipe) and run in a Westerly direction along the South line of said 1/4-1/4 section a distance of 1293.50 feet to a point (a 2" capped pipe at the Southwest corner of said 1/4-1/4 section); thence turn an interior angle of 90 degrees 40 minutes 25 seconds and run to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 1319.13 feet to a point (a 2" capped pipe at the Northwest corner of said 1/4-1/4 section); thence turn an interior angle of 44 degrees 06 minutes 27 seconds and run to the right in a Southeasterly direction along the diagonal of said 1/4-1/4 section a distance of 1858.33 feet, more or less, to the point of beginning of the herein described parcel; containing 19.58 acres, more or less.

This is a second mortgage.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of any sum expended by the said Mortgagee, 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 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

✓ Cahaba Title

on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 29th day of September 1986

WITNESSES:

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

1986 OCT -1 AM 9:53

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

mtg. tax - 15.00
5.00
1.00
21.00

Charles D. Brooks (Seal)
CHARLES D. BROOKS

Karen M. Brooks (Seal)
KAREN M. BROOKS

(Seal)

(Seal)

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STATE OF ALABAMA

JEFFERSON

County

General Acknowledgement

I, the undersigned,

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

hereby certify that CHARLES D. BROOKS and wife, KAREN M. BROOKS

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 were signed.

Given under my hand and official seal this 29th day of September

Matthew C. Ingram Notary Public.



STATE OF
COUNTY OF

Corporate Acknowledgement

I, whose name as President of

a Notary Public in and for said County, in

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 the 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

Return to

TO

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama