

1974



JEFFERSON TITLE CORPORATION

This instrument was prepared by

P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

(Name) Courtney H. Mason, Jr.

PO Box 360187

(Address) Birmingham, AL 35236-0187

MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Harold Douglas Henderson, a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Kenneth L. Mullins and wife,  
Irene S. Mullins

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

of • TEN THOUSAND & 00/100ths

Dollars

(\$ 10,000.00 ), evidenced by a 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, Harold Douglas Henderson, 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:

See Exhibit "A".

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

Harold Douglas Henderson, a married man

have hereunto set I signature my and seal, this 23rd day of February, 1987  
*Harold Douglas Henderson* by and through his attorney-in-fact  
*Harold Luther Henderson* (SEAL)  
HAROLD DOUGLAS HENDERSON by and through  
his Attorney-In-Fact HAROLD LUTHER HENDERSON (SEAL)  
HENDERSON (SEAL)

THE STATE of Alabama  
Shelby COUNTY }

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

I, hereby certify that

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being  
informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this day of , 19  
Notary Public.

THE STATE of

COUNTY }

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

I, 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 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

TO

MORTGAGE DEED

Recording Fee \$  
Deed Tax \$

This form furnished by



JEFFERSON TITLE CORPORATION  
P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

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State of Alabama )

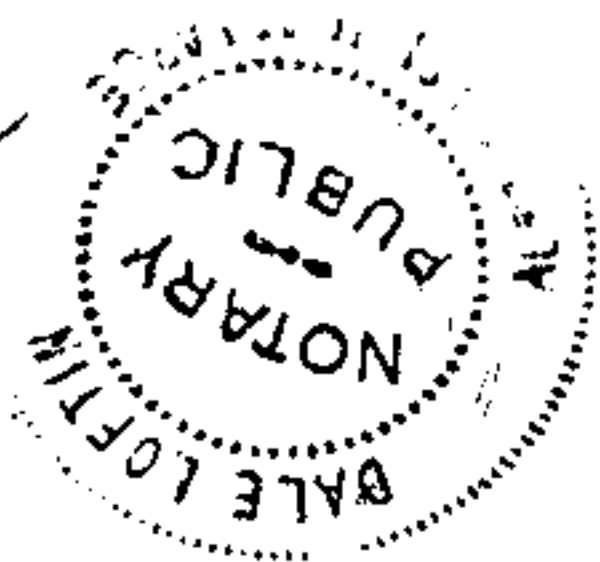
County of Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that HAROLD LUTHER HENDERSON, whose name as Attorney in Fact for HAROLD DOUGLAS HENDERSON, as 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, in his capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 23RD DAY OF February, 1987.

  
Notary Public

My Commission Expires: 12/6/87



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A tract of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama and known as part of Lot 24, Block 2, Mullins Addition to Helena Subdivision as recorded in the Office of the Judge of Probate of Shelby County, Alabama; being more particularly described as follows: Commence at the Southeast corner of said Southeast 1/4 of Northeast 1/4; thence in a westerly direction along the south line thereof a distance of 516.0 feet to the point of beginning; thence continue west along said south line a distance of 497.24 feet to the Southwest corner of said Lot 24; thence an angle right of 126 deg. 46 min. 30 sec. and run in a northeasterly direction along the northwest line of Lot 24, a distance of 529.51 feet; thence an angle right of 53 deg. 28 min. 40 sec. and run in an easterly direction along the north line of Lot 24, a distance of 174.88 feet; thence an angle of 89 deg. 01 min. 20 sec. and run in a southerly direction a distance of 423.40 feet to the point of beginning on the south line of said 1/4-1/4 section; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

This conveyance includes the right to use the right of way across and upon Lot 4, Block 2, Mullins Addition to Helena, as recorded in Map Book 3 page 56, which was given to Kenneth L. Mullins and wife, Irene S. Mullins in that certain deed recorded in deed Book 250 page 331 in the Probate Office of Shelby County, Alabama.

The rights of this mortgage shall be junior to and subject to the following easement:

BOOK 116 PAGE 517  
An Easement for Ingress and Egress to adjacent property, across the west 3.27 acres of Lot 24, Block 2, Mullins Addition to Helena; said easement being 30 feet wide, adjacent and parallel to the south and northwest lines of said Lot 24, the south and northwest lines being described as follows: Begin at a point on the south line of lot 24, at a point 497.24 feet east of the southwest corner thereof; thence west along said line 497.24 feet to the southwest corner, thence right 126 degrees, 46 minutes, 30 seconds and run northeast along the southeast line of Lots 1, 2, 3, 4 and the northwest line of Lot 24, Block 2, a distance of 245.43 feet to the northeast corner of said Lot 4, the point of ending on the northwest line of Lot 24.

which said easement has been granted by mortgagors, with mortgagees consent, to Joel D. Henderson and wife, Annette F. Henderson.

This property is not homestead property as defined by the Code of Alabama.

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

1987 FEB 24 PM 1:45

*Thomas A. Saunders, Jr.*  
JUDGE OF PROBATE

15.00

10.00

1.00

26.00