2079

This instrument was prepared by

(Name) Robert O. Driggers, Attorney

(Address) 1736 Oxmoor Road, Birmingham, AL 35209

MORTGAGE— LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JAMES W. FLETCHER, J. MICHAEL KENNEDY, J. BERT SMITH, JR. and GEORGE E. SIMPSON, all married

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

JAMES O. LUNCEFORD

(hereinafter called "Mortgagee", whether one or more), in the sum of Thirty Three Thousand Five Hundred and No/100---------------------------------- Dollars ($ 33,500.00), evidenced by one promissory note of even date and payable according to the terms thereof.

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 W. FLETCHER, J. MICHAEL KENNEDY, J. BERT SMITH, JR. and GEORGE E. SIMPSON, all married

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:

Lots 6, 7 and the South ½ of 8, all in Block 2, Nickerson-Scott survey in Map Book 3, page 34 and recorded in the Judge of Probate Office in Shelby County, Alabama. LESS AND EXCEPT the right of way for U.S. Highway No. 31.

THIS IS A PURCHASE MONEY MORTGAGE.

The Mortgagors covenant with the Mortgagee:

If any interest in the subject property is sold or transferred by the Mortgagors, excluding (i) the creation of a lien or encumbrance subordinate to this mortgage, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (iv) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee, may at his option, declare all sums secured by this mortgage to be immediately due and payable and this mortgage shall be subject to foreclosure.

BOOK 116 PAGE 720

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 JAMES W. FLETCHER, J. MICHAEL KENNEDY, J. BERT SMITH, JR. and GEORGE E. SIMPSON, all married
have hereunto set our signatures and seals this 19th day of February, 1987

BOOK 116 PAGE 721

James W. Fletcher ....(SEAL)
JAMES W. FLETCHER

J. Michael Kennedy ....(SEAL)
J. MICHAEL KENNEDY

J. Bert Smith ....(SEAL)
J. BERT SMITH, JR.

..........(SEAL)
GEORGE E. SIMPSON

THE STATE of ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES W. FLETCHER, J. MICHAEL KENNEDY, J. BERT SMITH, JR. and GEORGE E. SIMPSON, all married
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 bears date.

Given under my hand and official seal this 19th day of February, 1987
MY COMMISSION EXPIRES 5/11/90 Robert O. Driggers, 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 , 19

..........., Notary Public

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

1987 FEB 25 PM 2:45

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Robert O. Driggers, Attorney
1601 Linda Vista Lane
Birmingham, AL 35226

Return to:

JAMES W. FLETCHER; J. MICHAEL KENNEDY; J. BERT SMITH, JR.; and GEORGE E. SIMPSON, all married

TO

JAMES O. LUNCEFORD

MORTGAGE DEED

2. Mtg. Tax 50.25
3. Recording Fee 5.00
4. Indexing Fee 3.00
TOTAL 58.25

This form furnished by
LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203