

THIS INSTRUMENT PREPARED BY:

NAME: William H. Halbrooks, Attorney
Suite 704 Independence Plaza
ADDRESS: Birmingham, AL 35209

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

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State of Alabama

JEFFERSON COUNTY

Know All Men By These Presents, that whereas the undersigned Robert A. Dyer
and wife, Judy Moore Dyer
justly indebted to Thomas M. Lester
in the sum of Two Thousand and no/100-----DOLLARS
evidenced by a promissory note dated same.

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, mortgagors
do, or does, hereby grant, bargain, sell and convey unto the said Thomas M. Lester
(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

Commence at the Southeast corner of the SW 1/4 of the SW 1/4
of Section 2, Township 20 South, Range 1 West, Shelby County,
and run thence North 0 deg 12 min 10 sec West along the East
line of said 1/4-1/4 a distance of 376.47 feet to the point
of beginning of the property being described thence continue
along last described course a distance of 72.00 feet to a point
thence run North 50 deg 51 min 01 sec West a distance of 592.75
feet to a point on the East right of way line of Shelby County,
Highway #47, thence run South 45 deg 51 min 58 sec East a dis-
tance of 640.83 feet to the point of beginning.

The proceeds of this loan have been applied on the purchase
price of the property described herein conveyed simultaneously
herewith.

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 same, said Mortgagee has the option of paying off the same; and to further secure said
indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning
and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if
collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as-
sessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered
by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-
gagee may have expended for taxes, assessments and insurance, and the 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 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 in-
dangered 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 Mort-
gagee 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 pub-
lished 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-

WILLIAM H. HALBROOKS
Attorney
Suite 704 Independence Plaza
Birmingham, Alabama 35209

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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
on this the 19th day of February 19

Robert A. Dyer (Seal)
Judy Moore Dyer (Seal)
(Seal)
(Seal)

JEFFERSON County

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

Robert A. Dyer and Judy Moore Dyer

whose name s 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of February 19 87

Wini Holbrook Notary Public.

Corporate Acknowledgement

I, _____ a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ President 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 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____

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

Notary Public

1987 MAR -3 AM 11: 09

Roman A. Shandlen, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mfg. Tax		<u>3.00</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>9.00</u>

This Form Furnished By

ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

WILLIAM H. HALBROOKS
SUITE 704
1 INDEPENDENCE PLAZA
BIRMINGHAM, AL 35209

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MORTGAGE

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