

THIS INSTRUMENT PREPARED BY:

NAME: Ralph E. Coleman

2216

ADDRESS: 2175 11th Ct. S., Birmingham, AL 35205

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

State of Alabama

JEFFERSON

COUNTY

Know All Men By These Presents, that whereas the undersigned Scotch Building & Development Co., Inc. justly indebted to Peggy M. Coleman

in the sum of Forty two thousand six hundred twenty four & 00/100 (\$42,624.00) Dollars evidenced by one promissory note of even date for said amount at 8% interest until paid in full; one half of balance due January 1, 1988 and remaining balance due January 1, 1989.

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

Notw Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Peggy M. Coleman

do, or does, hereby grant, bargain, sell and convey unto the said Scotch Building & Development Co., Inc. (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

an undivided one-third (1/3) interest in and to the following described real estate situated in Shelby County, Alabama, to-wit:

All WEST of the County Road of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 12, Township 19, Range 2 West except the 5 acre parcel described as: Begin at the intersection of the south line of Section 12 with the west line of the county road; run thence northerly along the road 330 feet; thence westerly 660 feet; thence southerly parallel with the road 330 feet to the section line; thence east along the section line to the point of beginning.

Also parcel in SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 12, Township 19, Range 2 West described as follows: Begin at a point on the west line of such SE $\frac{1}{4}$ of SE $\frac{1}{4}$ which point is 768 feet south of the northwest corner of such 40; run thence east along Nevins line at a right angle to the west line of the county road; run thence southerly along the county road to the west line of such SE $\frac{1}{4}$ of SE $\frac{1}{4}$, run thence north along such west line to the point of beginning, situated in Shelby County, Alabama.

Less and except the property previously conveyed on April 5, 1982, being described as: Lots 1,2,3,4,5 and 6 in Block 17, according to the Survey of Lincoln Park, as recorded in Map Book 3, Page 145, in the Probate Office of Shelby County, Alabama.

Mortgagor agrees to release any lot on payment of a proportionate part of said indebtedness.

PURCHASE MONEY 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 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, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 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, assessments 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 Mortgagee 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 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-

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 20th day of March, 1987.

WITNESSES:

SCOTCH BUILDING & DEVELOPMENT CO., INC.

Joe A. Scotch, Jr. (Seal)

____ (Seal)

____ (Seal)

____ (Seal)

STATE OF

County

General Acknowledgement

I, the undersigned,

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

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.

STATE OF
COUNTY OF

Corporate Acknowledgement

I, the undersigned, John D. Gleissner, a Notary Public in and for said County, in said State, hereby certify that Joe A. Scotch, Jr. whose name as Vice President of Scotch Building & Development Co., Inc. 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 20th day of March, 1987.

John D. Gleissner
Notary Public

Return to

Scotch Bldg & Development

*TO
Peggy M. Coleman*

MORTGAGE

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

1987 MAR 26 AM 8:08

Thomas A. Swann, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$
2. Mtg. Tax	64.05
3. Recording Fee	5.00
4. Indexing Fee	1.00
	70.05

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