

This instrument was prepared by

1041

**Harrison, Conwill, Harrison & Justice**

P. O. Box 557  
Columbiana, Alabama 35051

**MORTGAGE—**

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jackson A. Whitner and wife, Mary Whitner

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

Hewitt L. Conwill & William R. Justice

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Three Thousand Eight Hundred and no/100----- Dollars  
(\$ 3,800.00 ), evidenced by one promissory note of this date in the amount of  
\$3,800.00 payable in accordance with the terms and conditions as set out  
in said note.

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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,

Jackson A. Whitner and wife, Mary Whitner

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:

PARCEL I-A: Beginning at a pine knot corner (found in place at N.W. corner of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 34, T-21-S, R-1-E; (thence run South 88 deg. 52' 16" East, along the North boundary line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section a distance of 659.62 feet to a point at the N.E. corner of the West half of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of said Section; thence turn an angle of 88 deg. 17' 17" to the right and run South 0 deg. 34' 59" East along the East boundary line of said West half of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  a distance of 83.76 feet to a point on the North 50-foot right of way line of County Highway 28; thence turn an angle of 95 deg. 04' 44" to the right and run North 85 deg. 27' 15" West, along said 50-foot right of way line a distance 64.50 feet to a point; thence turn an angle of 90 deg. 00' 00" to the left and run South 4 deg. 32' 45" West along said right-of-way line a distance of 10.00 feet to a point on the North 40-foot right of way line; thence turn an angle of 90 deg. 00' 00" to the right and run North 85 deg. 27' 15" West, along said 40-foot right of way line a distance of 597.12 feet to a point on the West boundary line of the said NE $\frac{1}{4}$  of SE $\frac{1}{4}$ ; thence turn an angle of 85 deg. 27' 01" to the right and run North 0 deg. 00' 14" West along said West boundary line a distance of 54.28 feet to the point of beginning. Situated in Shelby County, Alabama. Containing 1.11 acres.

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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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

Jackson A. Whitner and wife, Mary Whitner

have hereunto set OUR signatures and seal, this 20<sup>th</sup> day of April, 19 87

Jackson A. Whitner (SEAL)  
Jackson A. Whitner

(SEAL)

Mary Whitner (SEAL)  
Mary Whitner

(SEAL)

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THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Jackson A. Whitner and wife, Mary Whitner

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 20<sup>th</sup> day of April, 19 87

Eva D. Manning Notary Public.

THE STATE of

COUNTY }

I, hereby certify that

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

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, 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 ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1987 MAY 13 PM 3:48

Eva D. Manning  
JUDGE OF PROBATE

|                  |       |
|------------------|-------|
| 1. Local Tax     | \$    |
| 2. Mtg. Tax      | 5.70  |
| 3. Recording Fee | 5.00  |
| 4. Indexing Fee  | 1.00  |
| TOTAL            | 11.70 |

Recording Fee \$  
Deed Tax \$

This form furnished by

HARRISON, CONWILL, HARRISON  
& JUSTICE

P. O. Box 557

Columbiana, Alabama 35051

Return to:

TO

MORTGAGE DEED