

This instrument was prepared by

1740

(Name) J.A. Jones

(Address) 245 Roebuck Drive, Birmingham, Alabama 35215

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Dorothy Briscoe Henson

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to J.A. Jones

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

of SEVENTY FIVE THOUSAND DOLLARS

Dollars

(\$75,000.00), evidenced by One Promissory Note payable in Two Hundred Forty Installments of Six Hundred Eighty Six and 91/100 each. First payment to be due October 10, 1987. The total purchase price for house, lot, furniture, and contents of garage is \$100,000.00 of which \$25,000.00 has been paid. The \$25,000.00 represents the cost of contents. The Mortgagor is to pay the taxes, and assessments. Also, maintain a Homeowners insurance policy on the house and contents for the duration of mortgage. A copy of the policy and tax bill that has been paid will be furnished the mortgagee within five days after due date and payment of same. DB4

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, Dorothy Briscoe Henson

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:

BOOK 152 PAGE 198
A part of the SW 1/4 of NW 1/4 of Section 3, Township 19 South, Range 2 West and being more particularly described as follows: Commence at the SE corner of said 1/4-1/4 Section; thence West along the South line of same a distance of 365.14 feet more or less to the SE corner of Lot 1 of J.A. Jones Survey as recorded in Map Book 7, Page 74, in the Probate Office of Shelby County, Alabama; thence 98 degrees 21 minutes to the right in a Northeasterly direction along the East Line of Lots 1, 2, 3 and 4 of J.A. Jones Survey a distance of 384.63 feet to the point of beginning; thence continue along the last named course a distance of 128.21 feet; thence 97 degrees 34 minutes to the right in a Southeasterly direction a distance of 216.27 feet to the Westerly right of way line of Old Caldwell Mill Road; said point being on a curve to the left having a central angle of 8 degrees 18 minutes, a radius of 856.18 feet; thence in a Southerly direction along the arc of said curve a distance of 124.00 feet; to the NE corner of lot 5 of J.A. Jones Survey; thence 90 degrees 27 minutes to the right of the cord of said curve in a Northwesterly direction a distance of 202.34 feet along the North line of said lot 5 of J.A. Jones Survey to the point of beginning.

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

Sack 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

have hereunto set my signature and seal, this 21st day of August, 1987

(SEAL)

Dorothy Briscoe Henson (SEAL)
Dorothy Briscoe Henson (SEAL)

(SEAL)

BOOK 152 PAGE 199
THE STATE of Alabama
Jefferson SHELBY COUNTY

I, Glinda S. Smith
hereby certify that Dorothy Briscoe Henson

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

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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of August, 1987
Commission Expires May Commission Expires May Notary Public

THE STATE of
I, COUNTY }
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,
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

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

1987 SEP 22 PM 12:41

Thomas A. Snowling
JUDGE OF PROBATE

Return to: J.A. JONES

TO

245 ROEBUCK DRIVE
BIRMINGHAM, ALABAMA 35215

MORTGAGE DEED

1. Deed Tax \$
2. Mtg. Tax 112.50
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 118.50

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama