This form furnished by: Cahaba Title.Inc.

Riverchase Office (205) 988-5600

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Dollars

his instrument was prepared by: Name) (Mitchell A. Spears Address) P. O. Box 91 Montevallo, Alabama 35115	
	MORTGAGE
STATE OF ALABAMA SHELBYCOUNTY }	KNOW ALL MEN BY THESE PRESENTS: That Whereas,
	and Judy M. Brown, an unmarried woman or more) are justly indebted to Uell E. Dyson and wife, LaMurl
2,20	"

of Forty Thousand (\$40,000.00), evidenced by separate real estate mortgage note executed on even date herewith.

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, Barry F. White and Judy M. Brown

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real county, State of Alabama, to wit: estate, situated in Shelby

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Commence at the Southwest corner of the West 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4 of Section 15, Township 21 South, Range 3 West for the point of beginning; thence in a Northerly direction along the West line of said West 1/2 and run a distance of 100.0 feet; thence turn an angle of 90 deg. 54 min. to the right for a distance of 331.4 feet to the East line of the above said West 1/2 of East 1/2 of the NW 1/4 of the NE 1/4; thence turn an angle of 89 deg. 06 min. to the right for a distance of 100.0 feet; thence turn an angle of 90 deg. 54 min. to the right for a distance of 331.4 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except the East 150 feet of subject property.

This mortgage shall be assumable only with the prior written consent of the Mortgagees named herein.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees

PAGE 43	may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to entire that voic, our should state that in the payment of any sums 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 the 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 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, for the division thereof) where said property is located, at public outery, 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 Mortgager and undersigned further agree that said Mortgagee, agents, or assigns may bid at said sale and purchase said proper				
5		heir signatures and seal, th	is 30 day of October , 1987		
-	have hereunto set t	heir signatures and seal, th	Barry Mhoto	(SEAL)	
300 K			BARRY P. WHITE	(SEAL)	
	ı.		Sude Mit Mous	(SEAL)	
		•	ODY M BROWN	(SEAL)	
	whose names aresign	Barry F. White and Judy M. ned to the foregoing conveyance, and contents of the conveyance they exeed and and official seal this	who are known to me acknowledged before me on the cuted the same voluntarily on the day the same bears of day of October	is day, that date. 1987 . tary Public	
		<u> </u>	407		
	THE STATE of	county }			
	THE STATE of	county }	a Notary Public in and for said county, in	said State,	
	•	county }			
	I, hereby certify that whose name as is signed to the f being informed of the and as the act of said	oregoing conveyance, and who is contents of such conveyance, he, as su	known to me acknowledged before me on this ich officer and with full authority, executed the same volday of 1.000	corporation, day, that	
	I, hereby certify that whose name as is signed to the f being informed of the and as the act of said	oregoing conveyance, and who is contents of such conveyance, he, as suit corporation. and and official seal this	known to me acknowledged before me on this ich officer and with full authority, executed the same volday of 1.000	corporation, day, that luntarily for , 19	
	I, hereby certify that whose name as is signed to the f being informed of the and as the act of said	oregoing conveyance, and who is contents of such conveyance, he, as such corporation.	known to me acknowledged before me on this ach officer and with full authority, executed the same volday of	corporation, day, that luntarily for , 19	

STATE OF ALABAM COUNTY OF

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Birmingham RIVERC 2068 V Phone (2

Birmingham, / (205) 213 Gadsden EAST

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