

This instrument was prepared by

957

(Name) J. Michael Joiner, Attorney

(Address) 321 1st Street North, Alabaster, AL 35007

MORTGAGE - LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

J. ROBERT GARDNER

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

BSE INDUSTRIAL CONTRACTORS, INC.

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

Dollars

of Fourteen Thousand and no/100

(\$14,000.00), evidenced by promissory note

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,

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

LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Mineral and mining rights excepted.

Subject to existing easements, taxes, restrictions, set-back lines, rights of way, limitations, if any, of record.

The proceeds of this loan have been applied to the purchase price of the herein described property.

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

J. Michael Joiner

To Have And To Hold the above granted property unto the said Mortgagor, Mortgagor'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 Mortgagor may at Mortgagor'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 Mortgagor, with loss, if any, payable to said Mortgagor; as Mortgagor's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagor; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagor, then the said Mortgagor, or assigns, may at Mortgagor's option insure said property for said sum, for Mortgagor's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagor 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 Mortgagor, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagor or assigns for any amounts Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagor, 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 Mortgagor, 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 Mortgagor 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 his signature and seal, this 10th day of December, 1887

J. Robert Gardner
J. ROBERT GARDNER

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama

Shelby COUNTY }

I, the undersigned
hereby certify that J. ROBERT GARDNER

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

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

Given under my hand and official seal this 10th day of December, 1887

J. Miller
Notary Public

THE STATE of

COUNTY }

I,
hereby certify that

whose name as
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 on the act of said corporation.

Given under my hand and official seal, this the

day of

, 18

Notary Public

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317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

LAND TITLE COMPANY OF ALABAMA

This form furnished by

MORTGAGE DEED

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PARCEL I

A part of the SE 1/4 of the NE 1/4 of Section 23, Township 20 South, Range 3 West, and a part of the SW 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 3 West, more particularly described as follows:

Begin at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 23, run in a Southeasterly direction a distance of 34 feet to the point of beginning; thence continue along same course for a distance of 90 feet to a point, said point being 337 feet, more or less, North of Peavine Creek; thence run Westwardly to a point on the center line of Buck Creek, said point being 418 feet, more or less, north of the intersection of Buck Creek, and Peavine Creek; thence run Northwesterly along the center line of Buck Creek for a distance of 100 feet, more or less to a point, thence run Easterly to the point of beginning. Situated in the SE 1/4 of the NE 1/4 of Section 23, Township 20 South, Range 3 West, and the SW 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama.

PARCEL II

A part of the SE 1/4 of the NE 1/4 of Section 23, Township 20 South, Range 3 West, and a part of the SW 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 3 West more particularly described as follows:

Begin at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 23, run in a Southeasterly direction a distance of 124 feet to the point of beginning; thence continue along same course for a distance of 90 feet to a point 90 feet West of the center line of L & N Railroad property, said point being 247 feet, more or less, North of Peavine Creek; thence run Westwardly for a distance of 490 feet, more or less to a point on the center line of Buck Creek, said point being 318 feet, more or less, North of the intersection of Buck Creek and Peavine Creek; thence run Northwesterly along the center line of Buck Creek for a distance of 100 feet, more or less, to a point; thence run Easterly to the point of true beginning. Situated in the SE 1/4 of the NE 1/4 of Section 23, Township 20 South, Range 3 West and the SW 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama.

Signed for identification

J. Robert Gardner
J. ROBERT GARDNER

STATE OF ALA, SHELBY CO.
I CERTIFY THIS
INSTRUMENT HAS BEEN FILED

1987 DEC 11 AM 10: 29

Thomas A. Snowley Jr.
JUDGE OF PROBATE

1. Deed Tax \$	<u>31.00</u>
2. Mtg. Tax	<u>3.50</u>
3. Recording Fee	<u>7.50</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>29.50</u>