

1636

STATE OF ALABAMA;  
JEFFERSON COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That whereas Melville Joseph Martin, hereinafter called Mortgagor, is justly indebted to the United States of America, hereinafter called Mortgagee, in the sum of One Hundred Thousand Dollars (\$100,000) according to the terms and conditions set out herein.

And whereas, Mortgagor agrees, in incurring said indebtedness that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Jefferson and Shelby Counties, State of Alabama, to wit:

The property described in the attached warranty deed.

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

TO HAVE AND TO HOLD the above granted property unto said Mortgagee, Mortgagee's successors 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, the 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, with a reputable insurance company, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear; and if the undersigned fails to keep said property insured as above specified, then the said Mortgagee, or its 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 assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specifically insured, and shall be covered by this mortgage, and bear interest from date of payment by said Mortgage, or assigns, and be at once due and payable.

The Mortgagor understands and agrees that this mortgage is given to secure an appearance bond for Melville Joseph Martin, James Gilford Munger and Rebecca Michelle Butler in the case of United States of America v. Melville Joseph Martin, et al., Case Number Mag. 88-088, a criminal case now pending in the United States District Court for the Northern District of Alabama. Mortgagor further understands and agrees that if and in the event that the said Melville Joseph Martin, James

Gilford Munger and Rebecca Michelle Butler should fail to appear in the United States District Court for the Northern District of Alabama as that Court may, from time to time, direct or if the said Melville Joseph Martin, James Gilford Munger and Rebecca Michelle Butler shall fail to appear in other court which may be required as part of the referenced proceedings, then the Mortgagee herein may exercise its rights herein as a condition of default. But, if the said Melville Joseph Martin, James Gilford Munger and Rebecca Michelle Butler shall appear in the United States District Court for the Northern District of Alabama or in such other court as he may be required to appear, from time to time, then the Mortgagor shall be duly exonerated as sureties on said bond, and this mortgage shall be null and void. Should default be made as set out above, then the whole of said indebtedness hereby secured shall become due and payable, and this mortgage be subject to foreclosure as now provided for by law in case of past due mortgages, and the said Mortgagee, its agent and assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one (21) 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 in mass as Mortgagee, its agents or assigns, deem best, in front of the courthouse door of said county 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 attorneys fee; second, to the payment of any amounts that have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances; third, to the payment of said indebtedness in full; and fourth, the balance, if any, to be turned over to the said Mortgagor. Mortgagor further agrees that said Mortgagee, its agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and Mortgagor further agrees to pay a reasonable attorneys fee to said Mortgagee or its assigns, for the foreclosure of this mortgage.

IN WITNESS WHEREOF, the undersigned has hereunto set his signature and seal, this 15 day of July, 1988.

  
MELVILLE JOSEPH MARTIN

STATE OF ALABAMA;  
JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Melville Joseph Martin, 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 15<sup>th</sup> day of July, 1988.

  
Notary Public

*My Commission Expires 9-24-88*

BOOK 195 PAGE 814

(Name) James H. Hard, IV, Attorney at Law  
(Address) Suite 400, Woodward Building,  
Birmingham, Alabama 35203

Jefferson Land Title Service Co., Inc.  
AGENTS FOR  
Mississippi Valley Title Insurance Company

WARRANTY DEED 5244

STATE OF ALABAMA }  
Jefferson & Shelby } COUNTY }  
(property intersects both counties)  
That in consideration of One and no/100 (\$1.00) Dollar  
and division of property

17006  
1700  
700  
2100

to the undersigned grantor (whether one or more), in hand paid by the grantee hereby the receipt whereof is acknowledged, I  
or we,  
Melville J. Martin, an unmarried man and Beth J. Martin, an unmarried woman

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto  
Melville J. Martin

(herein referred to as grantee, whether one or more), the following described real estate, situated in  
Shelby County, Alabama, to-wit:

A parcel of land being the Southern portion of Lot 19, according to the survey of Cahaba River  
Estates as recorded in Map Book 3, Page 32, and 33 in the Bessemer Division of the Office of  
the Judge of Probate, Jefferson County, Alabama, also being recorded in Birmingham Probate  
Office in Volume 17, Page 64.

Commence at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section  
26, Township 19 South, Range 3 West, Shelby County, Alabama; said corner also being the North-  
west corner of said Lot 19, thence run in a Southerly direction along the West line of said  
quarter-quarter, said line also being the West line of said Lot 19, a distance of 362.28 feet  
to the point of beginning; thence continue on last described course a distance of 662.72 feet  
to the Southwest corner of said Lot 19, thence 95 degrees 03 minutes 45 seconds to the left and  
run in an easterly direction a distance of 250.96 feet to the southeast corner of said Lot 19;  
thence 84 degrees 56 minutes 15 seconds to the left and run in a Northerly direction along the  
east line of said Lot 19, a distance of 424.69 feet; thence 76 degrees 45 minutes to the left  
and run in a Northwesterly direction a distance of 52.83 feet; thence 79 degrees 36 minutes to  
the left and run in a southwesterly direction a distance of 7.55 feet; thence 90 degrees 00 min-  
utes to the right and run in a northwesterly direction a distance of 127.02 feet; thence 21  
degrees 00 minutes to the right and run in a northwesterly direction (continued on back page)

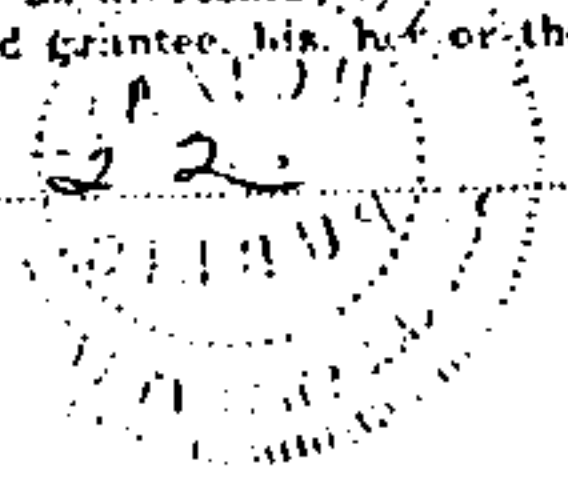
TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his  
her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all en-  
cumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we)  
will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their  
heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this  
day of November, 1976

BOOK 303 PAGE 594

BOOK 195 PAGE 815



(SEAL)

Melville J. Martin

(SEAL)

(SEAL)

Beth J. Martin

(SEAL)

(SEAL)

(SEAL)

STATE OF Alabama }  
Jefferson COUNTY }

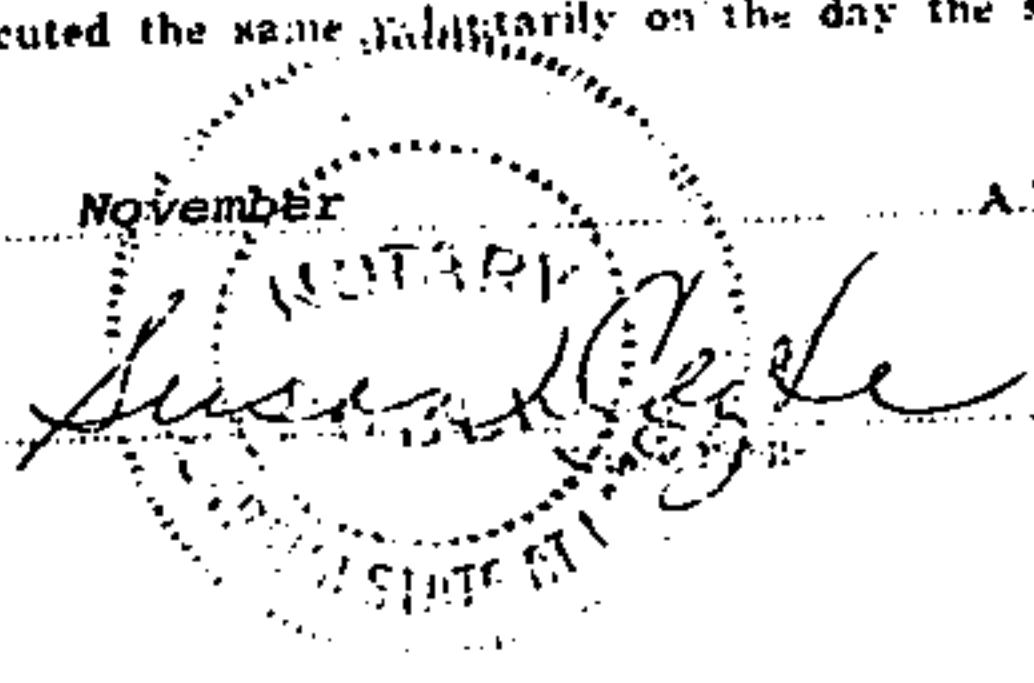
General Acknowledgment

I, the undersigned  
in said State, hereby certify that  
married woman

Notary Public in and for said County,  
Beth J. Martin, an un-

whose name(s) 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, has executed the same voluntarily on the day the same bears date.

Given un- hand and official seal this 22 day of November, A.D. 1976



a distance of 58.18 feet; thence 35 degrees 01 minutes to the right and run in a Northerly direction a distance of 120.67 feet; thence 79 degrees 40 minutes to the left and run in a westerly direction 16.0 feet to the point of beginning. Mineral and mining rights excepted.

Subject to All easements, restrictions and rights of way of record.

The Grantee herein agrees to assume and pay that certain mortgage executed by Roland J. North and wife, Della Mae North to Birmingham Federal Savings & Loan Association dated 24th August, 1970, and recorded in Mortgage Book 314, Page 623 in the Probate Office of Shelby County, Alabama.

Grantee Melville J. Martin is one and the same person as Grantor Melville J. Martin, the conveyance hereby being made to vest absolute fee simple title in the Grantee alone.

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Melville J. Martin, an unmarried man, 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of November, 1976.

*[Signature]*  
Notary Public  
JAMES D. BOYD  
NOTARY PUBLIC  
JEFFERSON COUNTY, ALABAMA

STATE OF ALABAMA  
COUNTY OF

WARRANTY DEED

Melville J. Martin

Beth J. Martin

Melville J. Martin

BIRMINGHAM, ALA. 35201

STATE OF ALA. JEFFERSON CO.  
BESSIE B. BOYD  
REAL NOV 23 11 11 AM '76  
JUDGE OF PROBATE

35/40

I CERTIFY THIS TO BE A TRUE AND CORRECT COPY, 7-14-88

*[Signature]*  
Probate Judge Shelby County

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
88 JUL 25 AM 9:36

JUDGE OF PROBATE

1. Deed Tax \$  
2. Mtg. Tax Exempt  
3. Recording Fee 12.50  
4. Indexing Fee 1.00  
TOTAL 13.50

916 PAGE 816  
195 PAGE 961

JEFFERSON Land Title Service Co., Inc.  
BIRMINGHAM, ALABAMA

AGENTS FOR

This form furnished by

Recording Fee \$  
Deed Tax \$  
REAL 293 PAGE 794

11:06 AM 2-25-77