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JEFFERSON TITLE CORPORATION

P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

This instrument was prepared by

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(Address) P. O. Box 360187
Birmingham, Alabama 35236-0187

MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ray White and wife, Kathy White

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

James Kenneth Rodgers and wife, Jennie Sue Rodgers

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

of Twenty Seven Thousand Three Hundred Eighty Five and no/100th----- Dollars
(\$27,385.00), evidenced by promissory note of even date.

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,

Ray White and wife, Kathy White

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:

See attached Exhibits "A" and "B" for legal description.

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207 032

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
 Ray White and wife, Kathy White

have hereunto set their signature s and seal, this 1st day of August, 19 88

Ray White
 RAY WHITE (SEAL)
Kathy White
 KATHY WHITE (SEAL)
 _____ (SEAL)
 _____ (SEAL)

THE STATE of ALABAMA
 SHELBY COUNTY }

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, hereby certify that RAY WHITE AND WIFE, KATHY WHITE

whose name s 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 1ST day of AUGUST, 19 88
 _____ Notary Public.

THE STATE of _____ COUNTY }

~~My Commission Expires March 10, 1991~~

I, _____, a Notary Public in and for said County, in said State, hereby certify that

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 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

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TO

MORTGAGE DEED

Recording Fee \$
 Deed Tax \$

This form furnished by



JEFFERSON TITLE CORPORATION
 P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

Return to:

PARCEL I

Commence at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 19 South, Range 2 West; thence from the East line of said one quarter quarter turn in an angle to the left of 44 degrees, 09 minutes and run in a Northwesterly direction a distance of 1,148.31 feet; thence turn an angle to the left 91 degrees, 00 minutes and run in a Southwesterly direction for a distance of 208.24 feet to the point of beginning, from point of beginning thus obtained continue on last described course for a distance of 10.50 feet; thence turn an angle to the left 88 degrees, 39 minutes, and run in a Southeasterly direction for a distance of 36.33 feet; thence turn an angle to the right of 14 degrees, 27 minutes and run in a Southeasterly direction for a distance of 38.60 feet; thence turn an angle to the left of 89 degrees 27 minutes and run in a Northeasterly direction for a distance of 10.0 feet; thence turn an angle to the right of 75 degrees, 00 minutes and run in a Southeasterly direction for a distance of 158.70 feet; thence turn an angle to the right of 89 degrees, 00 minutes and run in a Southwesterly direction for a distance of 248.16 feet; thence turn an angle to the right of 91 degrees, 25 minutes, 30 seconds and run in a Northwesterly direction for a distance of 264.42 feet; thence turn an angle to the right of 88 degrees, 34 minutes, 30 seconds and run in a Northeasterly direction for a distance of 251.20 feet; thence turn an angle to the left of 89 degrees, 00 minutes and run in a Northwesterly direction for a distance of 175.43 feet; thence turn an angle to the right of 49 degrees; 15 minutes, 24 seconds, and run in a Northerly direction for a distance of 99.59 feet; thence turn an angle to the left of 48 degrees, 56 minutes 06 seconds and run in a Northwesterly direction for a distance of 207.80 feet to a point on the Southeasterly right-of-way line of Valleydale Road; thence turn in an angle to the right of 114 degrees, 45 minutes, 15 seconds and run along said right-of-way for a distance of 5.51 feet; thence turn an angle to the right of 65 degrees, 14 minutes, 45 seconds and run in a Southeasterly direction for a distance of 207.87 feet; thence turn an angle to the right of 48 degrees, 56 minutes, 06 seconds and run in a Southerly direction for a distance of 99.57 feet; thence turn an angle to the left of 49 degrees, 15 minutes, 24 seconds and run in a Southeasterly direction for a distance of 202.36 feet to the point of beginning.

Situated in Shelby County, Alabama.

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Ray White
Kathy White

PAYEE I

Commence at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 19 South, Range 2 West; thence from the East line of said Quarter Quarter turn an angle to the left of 44 degrees, 09 minutes and run in a Northwesterly direction for a distance of 1,148.31 feet; thence turn an angle to the left of 91 degrees, 00 minutes and run in a Southwesterly direction for a distance of 218.74 feet; thence turn an angle to the right of 91 degrees, 21 minutes and run in a Northwesterly direction for a distance of 29.35 feet to the point of beginning. From the point of beginning thus obtained, turn an angle from the last described course to the left of 91 degrees, 00 minutes and run in a Southwesterly direction for a distance of 246.2 feet; thence turn an angle to the right of 91 degrees, 25 minutes, 30 seconds and run in a Northwesterly direction for a distance of 86.84 feet; thence turn an angle to the right of 88 degrees, 34 minutes, 30 seconds and run in a Northeasterly direction for a distance of 250.56 feet; thence turn an angle to the right of 91 degrees, 00 minutes and run in a Southeasterly direction for a distance of 86.83 feet; thence turn an angle to the right of 89 degrees, 00 minutes and run in a Southwesterly direction a distance of 5.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

Ray White
Kathy White

NOTARIAL PUBLIC
 I CERTIFY THIS
 INSTRUMENT WAS FILED

88 AUG -3 PM 1:32

JUDGE OF PROBATE

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| | | |
|------------------|----|-------|
| 1. Deed Tax | \$ | _____ |
| 2. Mtg. Tax | | 41.10 |
| 3. Recording Fee | | 10.00 |
| 4. Indexing Fee | | 1.00 |
| TOTAL | | 52.10 |