

This instrument was prepared by

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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,

Joe L. Tidmore, a married man and Charles O. Tidmore, a married man

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

Neil P. Damron and wife, Kathryn E. Damron

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

of FORTY FOUR THOUSAND DOLLARS AND NO/100----- Dollars  
(\$44,000.00), evidenced by mortgage note of even date.

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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,

Joe L. Tidmore a married man and Charles O. Tidmore, a married man

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 SHEET FOR LEGAL DESCRIPTION:

THIS PROPERTY HEREIN DOES NOT CONSTITUTE ANY PART OF THE HOMESTEAD OF THE MORTGAGORS OR THEIR SPOUSES.

ALL OF THE ABOVE CONSIDERATION HAS BEEN APPLIED TO PURCHASE OF REAL ESTATE RECORDED SIMULTANEOUSLY HERewith.

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 Mortgagee 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 OUR signature OUR and seal, this 29th day of September, 1988

*Joe L. Tidmore* (SEAL)  
*Charles O. Tidmore* (SEAL)  
Charles O. Tidmore (SEAL)  
(SEAL)

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THE STATE of Alabama

Shelby

COUNTY

I, the undersigned authority  
hereby certify that

Joe L. Tidmore and Charles O. Tidmore, a Notary Public in and for said County, in said State,

whose names 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 29th day of September, 1988

*Ramona S. Wilder* Notary Public.

THE STATE of

COUNTY

I, 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

Notary Public

Return to:

TO

MORTGAGE DEED

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

Birmingham, Alabama

# LEGAL DESCRIPTION:

A parcel of land situated in the West 1/2 of the Southwest 1/4 of Section 21, Township 21 South, Range 1 West, and in the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 21 South, Range 1 West, Shelby County, Alabama more particularly described as follows:

Commence at the SW corner of the SW 1/4 of Section 21, Township 21 South, Range 1 West; thence run East along the South line of said 1/4 Section 55.25 feet to a gravel road; thence 53 degrees 00 minutes left run 72.0 feet to the center of said road and the Point of Beginning; thence 9 degrees 40 minutes 40 seconds left run along said road 82.73 feet; thence 5 degrees 01 minutes 07 seconds left run along said road 430.11 feet; thence 26 degrees 50 minutes 10 seconds right run along said road 216.66 feet; thence 31 degrees 26 minutes 15 seconds left run along said road for 317.96 feet; thence 3 degrees 57 minutes 40 seconds left continue along said road for 333.08 feet; thence 13 degrees 55 minutes 10 seconds right continue along said road for 642.24 feet; thence 30 degrees 24 minutes 15 seconds left continue along said road for 157.74 feet; thence 19 degrees 48 minutes 10 seconds left continue along said road for 182.02 feet; thence 23 degrees 06 minutes 05 seconds right continue along said road for 271.48 feet; thence 10 degrees 50 minutes 35 seconds left continue along said road for 100.23 feet to the North line of the Southwest 1/4 of said section thence 99 degrees 36 minutes 48 minutes right run East along the North line thereof for 126.0 feet to the West line of Waxahatchee Creek; thence 88 degrees 04 minutes 35 seconds right run Southerly along said creek for 69.95 feet; thence 4 degrees 51 minutes 32 seconds right continue along said creek for 109.75 feet; thence 70 degrees 42 minutes 05 seconds left continue along said creek for 114.50 feet; thence 39 degrees 33 minutes 51 seconds left continue along said creek for 255.61 feet to the East line of the West 1/2 of the Southwest 1/4 of said Section; thence 108 degrees 45 minutes 41 seconds right run South along the East line thereof for 590.18 feet to the Westerly line of Waxahatchee Creek; thence run Southerly along said creek for 2265 feet more or less to the East line of the W 1/2 of the NW 1/4 of Section 28, Township 21 South, Range 1 West; thence run South thereof for 599.52 feet to the Northerly right of way of Highway #70, thence 89 degrees 14 minutes 04 seconds right run along said right of way for 395.62 feet; thence 0 degrees 28 minutes 40 seconds left continue along said right of way for 664.67 feet; thence 83 degrees 34 minutes 51 seconds right run 951.57 feet to the Point of Beginning.

Also a 30-foot easement for ingress and egress to Alabama State Highway #70, the East line of said Easement is described as follows: Commence at the NW corner of Section 28, Township 21 South, Range 1 West; thence run East along the North line of said Section for 55.25 feet; thence 53 degrees 00 minutes left run 72.0 feet to the Point of Beginning; thence 136 degrees 03 minutes right run Southerly for 951.57 feet to the Northerly right of way of Alabama State Highway #70 and the Point of Ending.

According to the survey of Thomas E. Simmons, LS 12945, dated September 12, 1988.

Situated in Shelby County, Alabama.

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 SEP 30 AM 8:45

Thomas E. Simmons, Jr.  
JUDGE OF PROBATE

1. Dead Tax	\$	
2. Mtg. Tax		66.00
3. Recording Fee		7.50
4. Indexing Fee		1.00
TOTAL		74.50