

THIS INSTRUMENT WAS PREPARED WITHOUT [REDACTED] T OR EVIDENCE OF TITLE. [REDACTED]

This instrument was prepared by

1071

(Name) Mike T. Atchison, Attorney

Post Office Box 822

(Address) Columbia, Alabama 35051

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,

James Kidd, a single man

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

✓ Oliver D. Collum, Sr.

(hereinafter called "Mortgagee", whether one or more), in the sum of TWO THOUSAND TWO HUNDRED DOLLARS AND No/100 Dollars (\$ 2,200.00), evidenced by

of TWO THOUSAND TWO HUNDRED DOLLARS AND No/100 Dollars (\$ 2,200.00), evidenced by

BOOK 227 PAGE 387

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, James Kidd, a single 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:

Commence at the Northeast corner of the NW 1/4 of the NW 1/4, Section 1, Township 21 South, Range 1 East; thence proceed in a Westerly direction along the North boundary of said NW 1/4 of NW 1/4 for a distance of 30.00 feet to the point of beginning of the parcel of land herein described; thence continue along the North boundary of said NW 1/4 of NW 1/4 for 635.83 feet to a point; thence turn an angle of 90 degrees 11 minutes 09 seconds to the left and proceed along the West boundary of the E 1/2 of NW 1/4 of NW 1/4, Section 1, Township 21 South, Range 1 East, for 11.23 feet to a point on the Northeast right-of-way line of County Highway 48; thence turn an angle of 75 degrees 33 minutes 04 seconds to the left and run along a curve to the right (concave Southwesterly and radius = 1177.88 feet) along said R.O.W. for an arc distance of 317.96 feet; thence continue along said R.O.W. along a curve to the right (concave Southwesterly and radius = 397.81 feet) for an arc distance of 119.83 feet; thence continue along said R.O.W. along a curve to the right (concave Southwesterly and radius = 957.15 feet) for an arc distance of 330.42 feet to a point; thence turn an angle of 66 degrees 55 minutes 59 seconds to the left (from the extended tangent to the curve) and run 70.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run 249.22 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run 100.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run 135.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run 100.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run 95.00 feet to the point of beginning. Said parcel is lying in the NW 1/4 of NW 1/4, Section 1, Township 21 South, Range 1 East.

Situated in Shelby County, Alabama.

THERE ARE TO BE 24 payments at \$113.05, total principal sum and interest equal to \$2,713.20.

✓ Rt 1, Box 540
Calera, Ala
35040

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 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 James Kidd, a single man

have hereunto set my signature my and seal, this

day of February 19 89

James Kidd

James Kidd

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama
Shelby COUNTY

I, the undersigned authority
hereby certify that James Kidd, a single man

, 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

day of February

, 1889

Notary Public.

THE STATE of Alabama
Shelby COUNTY

I, Edith F. Hallmark
hereby certify that James Kidd

, 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 21st

day of February

, 1889

Edith F. Hallmark

Notary Public

TO

MORTGAGE DEED

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 FEB 21 AM 11:20

Judge of Probate

1. Deed Tax \$

2. Mtg Tax

3. Recording Fee

4. Indexing Fee

TOTAL

330

500

100

930

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

Birmingham, Alabama