

This instrument was prepared by

(Name) FIRST AMERICAN BANK OF PELHAM

(Address) 3000 PELHAM PARKWAY, POST OFFICE BOX 100, PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-66

MORTGAGE 1562

STATE OF ALABAMA  
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jackie Williams Company, Inc.

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

First American Bank of Pelham

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Sixty four thousand Six hundred fifty and no/100----- Dollars  
(\$ 64,650.00 ), evidenced by

L & D note of even date payable in 148 days  
at an interest rate of floating prime plus  
1  $\frac{1}{2}$ %, initial rate of 12.00%, and any and  
all renewals and extensions thereafter

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,

Jackie Williams Company, Inc.

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:

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From the NW corner of the SW 1/4 of the NE 1/4, Section 3, Township 21 South, Range 3 West, Shelby County, Alabama run North 88 deg. 17 min. East along the 1/4 1/4 line 466.9 feet to a point on the East right of way line of County Road No. 264; thence run Southwesterly along said right of way line 60 feet to the SW corner of Logan Lot and the beginning point of subject lot; from said point, continue Southwesterly along said road right of way line 253.49 feet; thence run North 88 deg. 17 min. East 636.51 feet to a point in the center of Southern Natural Gas right of way easement; thence run along said center of said gas line easement North 22 deg. 21 min. West 250.11 feet to the SE corner of said Logan Lot; thence run South 88 deg. 17 min West along the South line of said Logan Lot 447.70 feet to the beginning point; being situated in Shelby County, Alabama.  
Less and except the rights of Southern Natural Gas in connection with the right of way easement of Southern Natural Gas which runs along the Eastern boundary of the above described property.

**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

Jackie Williams Company, Inc.

have hereunto set his signature and seal, this 22nd day of November, 1989.

X Jackie Williams \_\_\_\_\_ (SEAL)  
Jackie Williams \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

THE STATE OF

COUNTY

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

hereby certify that

whose name signed to the foregoing conveyance, and who  
that being informed of the contents of the conveyance

known to me acknowledged before me on this day,  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

day of

, 19

**Notary Public.**

THE STATE of Alabama  
Shelby COUNTY }

1. Jo Ann Shockley  
hereby certify that Jackie Williams

whose name as President of Jackie Williams Company, Inc. 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

22nd day of November  
John Rockley  
SEARCH WARRIOR EXPEDITION DECEMBER 16, 1991

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

89 NOV 28 AM 9:20

Thomas A. Snowley, Jr.  
JUDGE OF PROBATE T-11

~~97.05~~  
~~5.00~~  
~~3.00~~

1.00

10605

Return to:

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## MORTGAGE DEED