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This instrument was prepared by:  
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108 Chandalar Drive  
Pelham, AL 35124

## MORTGAGE

State of Alabama )

Shelby County )

KNOW ALL ME BY THESE PRESENTS: That Whereas,

David L. Deavours, husband, and Vicki Deavours, his wife

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

James A. Smith and Juanita F. Smith

(hereinafter called "Mortgagee", whether one or more, in the sum of Twenty Thousand and 00/100'S \*\*\* Dollars, (\$20000.00), evidenced by Promissory Note of even date herewith.

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, David L. Deavours, husband, and Vicki Deavours, his wife, 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, Alabama, to-wit:

A parcel of land situated in the North 1/2 of the SW 1/4 of Section 15, Township 21 South, Range 3 West, described as follows: Commence at the Northwest corner of the NW 1/4 of the SW 1/4 of Section 15 and go North 89 deg. 43 min. 56 sec. East along the North boundary of said 1/4 1/4 Section for 1240.04 feet to the point of beginning; thence continue along previous course for 210.02 feet; thence South 15 deg. 54 min. 48 sec. West for 657.88 feet to the North boundary of Red Oak Drive; thence South 89 deg. 45 min. 15 sec. West along said North boundary for 212.00 feet; thence North 16 deg. 04 min. 50 sec. East for 658.35 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to all easements and restrictions of record.

Mineral and mining rights excepted if not owned by Grantor.

\$20,000 of the purchase price recited above was paid from a mortgage loan closed 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 conditions, 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 sums 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

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payable, and this mortgage be subject to foreclosure as now provided by the 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 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 not 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 herein secured.

IN WITNESS WHEREOF the undersigned, David L. Deavours, husband, and Vicki Deavours, his wife, have hereunto set their signature and seal this 2nd day of March, 1990.

David L. Deavours (SEAL)  
David L. Deavours

Vicki Deavours (SEAL)  
Vicki Deavours

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that David L. Deavours, husband, and Vicki Deavours, his wife whose name(s) is/are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of March, 1990.

David L. Deavours  
Notary Public

STATE OF ALABAMA, SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 MAR -6 AM 11:19

JUDGE OF PROBATE

1. Deed Tax	\$ 30.00
2. Mtg. Tax	\$ 5.00
3. Recording Fee	\$ 30.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
<b>Total</b>	<b>\$ 78.00</b>