

THIS INSTRUMENT PREPARED BY:

JAMES M. TINGLE
 900 Park Place Tower
 2001 Park Place North
 Birmingham, AL 35203

MORTGAGE

STATE OF ALABAMA)
 SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned HENRY B. GARRETT, JR., and wife, AURORA ANN SHARP GARRETT, justly indebted to MARY ELIZABETH SHARP, an unmarried woman, in the sum of Seventy-four Thousand and NO/100 DOLLARS (\$74,000.00) evidenced by a promissory note of even date hereof; and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, HENRY B. GARRETT, JR., and wife, AURORA ANN SHARP GARRETT, do hereby grant, bargain, sell and convey unto the said MARY ELIZABETH SHARP, (hereinafter called Mortgagee) the following described real property situated in SHELBY County, Alabama, to-wit:

All that part of Section 4, Township 21, Range 3 West, Shelby County, Alabama, known as Fraction B of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and Fraction A of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 4, Township 21, Range 3 West as acquired by C. G. Sharp as shown by that deed recorded in Deed Record 113, Page 99 in the Probate Office of Shelby County, Alabama, said Fractions A and B being shown on that certain map recorded in Book 18, Page 733 in the Probate Office of Shelby County, Alabama.

ALSO:

All that part of the SW $\frac{1}{4}$ of Section 4, Township 21 South, Range 3 West more particularly described as follows: All that part of the following described land lying North and East of the Southwest boundary of an old dirt settlement road: A parcel of land located in the SW $\frac{1}{4}$ of Section 4, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said Section 4; thence in an Easterly direction along the South line of said Section a distance of 1460.91 feet to the Northwestern right-of-way line of Shelby County Highway 17, thence 69° 57' 07" left, in a northeasterly direction, along said right-of-way, a distance of 454.96 feet; thence 1° 47' left, in a northeasterly direction, a distance of 223.80 feet to the beginning of a curve to the right, said curve having a radius of 612.96 feet; thence along arc of said curve, in a northeasterly direction, a distance of 108.65 feet to the point of beginning; thence continue along arc of said curve a distance of 108.65 feet; thence 90° 15' 39" left,

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measured from chord of said curve, in a northwesterly direction, a distance of 343.07 feet, thence 64° 16' 35" left, in a southwesterly direction, a distance of 130.71 feet; thence 117° 03' 04" left in a southeasterly direction, a distance of 399.42 feet to the point of beginning. Said land lying in and being part of Shelby County, Alabama.

ALSO:

All that part of Section 4, Township 21, Range 3 West lying on the west side of the Helena and Montevallo Road and on the east side of Beaver Dam Creek and on the north side of a certain settlement road running west from the Helena and Montevallo Road to C. G. Sharp's house, all more particularly described in that certain warranty deed to C. G. Sharp recorded in Book 115, Page 428 (no portion of Section 5, Township 21 Range 3 West is intended to be conveyed by this conveyance).

ALSO:

A one-acre tract east of Beaver Dam Creek in the east half of the SW $\frac{1}{4}$ of Section 4, Township 21, Range 3 West described in that certain Register's deed recorded in Deed Record 113, Page 99.

It being the intent of this conveyance to convey any and all interest in Section 4, Township 21, Range 3 West owned by C. G. Sharp at the time of his death and now owned by the above Grantor, Mary Elizabeth Sharp.

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other encumbrances, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 29th day of September, 1990.

WITNESSES:

Paula Perry

Henry B. Garrett, Jr.
HENRY B. GARRETT, JR.

Paula Perry STATE OF ALA. SHELBY CO.
I CERTIFY THIS Aurora Ann Sharp Garrett
INSTRUMENT WAS AURORA ANN SHARP GARRETT

STATE OF ALABAMA) 90 OCT -2 PM 12:58
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that HENRY B. GARRETT, JR., and wife, AURORA ANN SHARP GARRETT, 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of September, 1990.

Paula K. Perry
Notary Public

1	11.00
2	7.50
3	3.00
4	
5	1.00
6	
Total	22.50