This instrument was prepared by

Wm. Randall May (Name)

P.O. Box 380275

(Address)

Birmingham, Alabama 35238



Jefferson Land Fille Gervices Co., Inc.

Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA

Shelby COUNTY KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James D. Smith, Jr. and wife, Sharon S. Smith (hereinafter called "Mortgagora", whether one or more) are justly indebted, to

J. Robert Collins and wife, Sara G. Collins

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

of One Hundred Twenty Five Thousand Dollars and 00/100

(\$ 125,000.00), evidenced by a negotiable note of even date herewith.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Morigagors,

James D. Smith, Jr. and wife, Sharon S. Smith

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgages the following described Shelby real estate, situated in

See Attached "Exhibit A"

This is a purchase money mortgage.

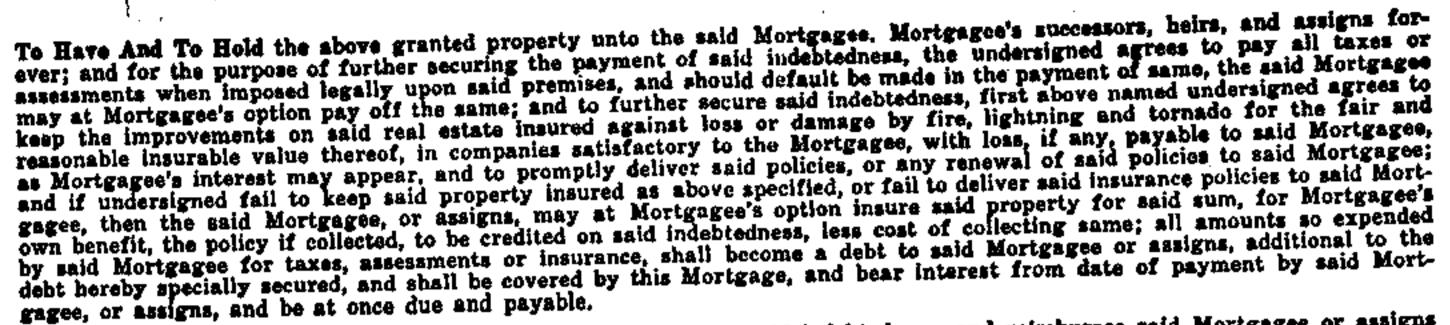
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Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Form ALA-35

Ame





Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagess 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 Oprovided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be suthorized to take posses--bion of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by pubhishing 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 Mortgages, 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 Crycasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be neces-

sary 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 . . O. have hereunto set their signature S Sharon S. Smith Alabama THE STATE of Shelby COUNTY , a Notary Public in and for said County, in said State, the undersigned James D. Smith, Jr. and wife, Sharon S. Smith hereby certify wast known to me acknowledged before me on this day, are whose nameS altesigned to the foregoing conveyance, and who that being informed of the contents of the conveyance they executed the same rejuntarily on the day the same bears date. December 1st day of Given under my hand and official seal this Notary Public. THE STATE of COUNTY , a Notary Public in and for said County, in said State, Ī, hereby certify that whose name as 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. , 19 day of Given under my hand and official seal, this the

DEED SE SE MORTG

Deed Tax \$ Recording Fee \$

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Return to:

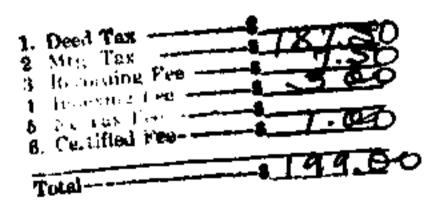
EXHIBIT A

Commence at the Southwest corner of the Northeast one-quarter Northwest one-quarter of Section 15, Township 19 South, Range 2 West; thence run in an Easterly direction along the South line of the Northeast one-quarter Northwest one-quarter for a distance of 453.44 feet to the Point of Beginning; " thence turn an angle to the left of 17 degrees 16 minutes 51 seconds and run in a Northeasterly direction for a distance of 40.82 feet to a point on the Southwest line of Lot 1, Collins Addition to Valleydale as recorded in Map Book 7, page 151 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 86 degrees 41 minutes 64 seconds and run in a Northwest direction along the Southwest line of Lot 1 for a distance of 212.54 feet to a point on the South right-of-way of Valleydale Road; thence turn an angle to the left of 90 degrees 42 minutes 44 seconds to the tangent of a curve to the left having a central angle of 7 degrees 51 minutes 10 seconds and a radius of 781.30 feet; thence run along the arc of said curve along the South right-of-way of Valleydale Road for a distance of 107.08 feet; thence turn an angle to the left from the tangent if extended to said curve of 90 degrees 40 minutes 08 seconds and run in a Southeast direction for a distance of 32.75 feet; thence turn an angle to the left of 15 degrees 49 minutes 58 seconds and run in a Southeast direction for a distance of 77.80 feet; thence turn an angle to the right of 10 degrees 05 minutes 20 seconds and run in a Southeast direction for a distance of 107.08 feet to the Point of Beginning.

Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CL. I CERTIFY THIS

98 DEC 28 NH '9: 39

JUNEE OF PROBATE